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*** Notices to Subscribers and Contributors will be found on page iii.

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Current Topics.

Patrons, Bishop and Archbishop.

WE EXPRESS a hope which will, we are sure, find wide approval, that the proceedings in *Notley and Others* v. *Bishop of Birmingham* will come to an end with the judgment given by Mr. Justice MAUGHAM on Tuesday last. The controversy between the trustees of the living of St. Aidan's, Birmingham, and the Bishop has been of a regrettable character, and, if we may respectfully say so, the wise decision of the learned judge to permit a mandatory writ to issue to the Archbishop, directing his Grace to appoint a fit and proper person to this vacant living (not necessarily the particular nominee pressed upon the Bishop of Birmingham) should suffice to bring the episode to an end. None the less, from the legal point of view, the case will continue to excite no small degree of interest by reason of the obscurity in which that department of law has fallen during recent years. We think it was unfortunate, to say the least, that the Bishop of Birmingham should have decided not to enter an appearance at all to the proceedings. Had he done so, there is little doubt that the whole legal position could and would have been cleared on the first hearing before Mr. Justice BENNETT.

Legal Position still Obscure.

THOUGH WE hope the judgment of Mr. Justice MAUGHAM will suffice to bring this particular case to an end, the legal position is still full of interest. One fact, which does not seem to have been touched upon during the recent proceedings, was that the Bishop of Birmingham, whilst objecting to the particular nominee of the trustees on doctrinal or (as the Bishop himself put it) on "moral and spiritual" grounds, has not in fact refused to do what the Archbishop is now directed to do—institute *a* fit and proper person. Counsel for the Archbishop pointed out to the court that there was and had been open to the trustees another form of procedure, viz., through the Court of Arches to the Privy Council. Why that course was not followed can only be surmised. There is a movement on the part of a large number of Churchmen, lay and clerical, to substitute a new final tribunal of appeal for the Privy Council. One of the curious features emanating from the *Notley Case* is that the Bishop of Birmingham from one standpoint of churchmanship, and the Trustees of St. Aidan's from an entirely opposite standpoint, are moving toward the same end, viz., the establishment of a purely *spiritual* as against a *civil* court of appeal for ecclesiastical causes. As to that we shall doubtless hear more when the question of the reform of the ecclesiastical courts comes (as it must shortly come) before the Church Assembly.

"Regular Employment" for Purposes of Superannuation.

IN THE case of *Hammond* v. *The Westminster Guardians* (*The Times*, 4th February), before FARWELL, J., the curious position was revealed of a local authority being willing to admit a superannuation claim by one of its employees, but being prevented from so doing by the refusal of the Ministry of Health to allow the claim. For some twelve months before the war, the claimant had served the authority in a certain capacity, and two days after the outbreak of war the authority gave him different work in the place of one of its employees who was on service. In that position he remained for five years and five months, until the return of the employee away on service. That employee was then given other work, the claimant remaining in the position he had taken on as substitute until he retired nine years later. In computing for his superannuation allowance under the Poor Law Officers' Superannuation Act, 1896, he wished to include the five years and five months; the employing authority were ready to assent to this, but the Ministry of Health would not, contending that a person who served as a substitute was not an "officer or servant" within the meaning of the Act. In April of last year, the authority ceased to exist under the Local Government Act, 1929, its functions and liabilities going to the London County Council. That body thus became defendants in this action. FARWELL, J., stated at the outset in his judgment that the defendants, in view of the attitude of the Ministry of Health, could take no other course but to let the matter go for trial. The Act was quite clear on the point that, for superannuation purposes, all service was to be taken into account. Section 19 of the Act included as "officer" every officer, whole-time or not, in an authority's service; and as "servant," every servant regularly employed at wages. FARWELL, J., declined the suggestion that the plaintiff was not regularly, but precariously employed. Five years' service, he said, constituted "regular" employment. The right to superannuation accrued in the course of service, not in virtue of the particular position held; and he decided that the plaintiff was entitled to have included in the period for computation the five years and five months during which he took the place of the employee away on service, a decision which indicates that length, not nature, of service is the criterion of its "regularity" or otherwise.

Discharge of Restrictive Covenants.

A CAUTIONARY word appears to be necessary relative to the invoking of s. 84 of the Law of Property Act, 1925, in order to secure the discharge or modification of a restrictive

covenant. Where no purely legal issue is involved the section undoubtedly provides a convenient remedy, but where a preliminary question of law, such as the right of objectors to insist upon observance of a covenant, requires determination, it may well prove more expeditious to proceed directly to the court. The circumstances in which the "authority" is empowered to discharge (or modify) a covenant—such as change in the nature of the locality or the fact that its breach will do no injury to the covenantees—are matters rather within the competence of a surveyor than a lawyer. Moreover, the authority, defined in sub-s. (10) as "such one or more of the official arbitrators appointed for the purposes of the Acquisition of Land (Assessment of Compensation) Act, 1919, as may be selected by the reference committee under that Act," is in practice a member of the former profession. The inquiries and notices prescribed by the authority may produce a crop of objectors who—in the words of sub-s. (3)—"appear to be entitled to the benefit of the restriction intended to be discharged . . ." but who are not in a position to establish their right to such benefit. Suppose application is made by the owner to erect buildings upon a vacant piece of land upon which he has contracted with his vendor not to build; suppose, also, that the vendor is willing to release the covenant. The neighbours—deriving title from a common predecessor—claim the right to enforce the covenant in equity against the applicant. The legal issue, involving as it does consideration of *Elliston* v. *Reacher* [1908] 2 Ch. 374, and other similar cases, is one which the authority may well decline to try, particularly in view of sub-s. (2), which empowers the court, *inter alia*, "to declare . . . whether [the restriction] is enforceable and if so by whom." In such a case the arbitrator's finding can at most be provisional, and the applicant—in the event of the covenant not being discharged—would probably have been well advised to go to the court in the first instance.

A Company Wholly "Held."

SIXTY OR seventy years ago, the notion that one company could or should be a shareholder in another was something of a novelty, and it was actually argued in *Re Barned's Banking Co.* (1867), L.R. 3 Ch. 105, that for one company to invest in the shares of another was *ultra vires*. LORD CAIRNS, however, observed (p. 113) that he knew of no reason at common law why one corporate body should not become a member of another, and held that the Companies Act, 1862, in fact, permitted such a relation in the case of limited companies. Since then, of course, the practice of one company holding shares in another has enormously increased, and "holding companies" have been created for this express purpose. The question of the legal position when one company holds every single share of another may thus be of practical interest. The latter company then has only one member within s. 25 of the Companies Act, 1929, and to say that in such circumstances the prescribed annual general "meeting" can be held is somewhat a strain of language, for s. 116 (1) (*a*) allows only one person to represent a company. The point is discussed in *East* v. *Bennett Brothers Ltd.* [1911] 1 Ch. 163, where the memorandum and articles required meetings of preference shareholders, and one person held all the shares of that class. WARRINGTON, J., decided that the situation was within the constitution of the company, and, if that one person signified his wishes in the proper formal manner, he could "meet" within the articles to do so. It is perhaps unnecessary to add that these articles did not require a quorum at such a meeting. The position when an individual or a company holds all of one particular class of shares may, however, be distinguished from that when all of every class of share are so held, either by an individual or another company. In each case the company so held could be wound up on an application under s. 168 (3) of the Act, and, if the holder was a single individual, probably would be. If the holder was a company, it might be submitted that the case was not within the mischief of the implied prohibition on single ownership—a prohibition which, even in the case of an individual owner, has been much more a matter of form than substance since the *Solomon Case* [1897] A.C. 22. On the whole, it would probably be better, if only out of respect to the law as framed, for nominees to hold sufficient shares to form a quorum and comply with the Act. The intelligent student might perhaps exercise himself with the problem of what would happen if A company held all B company's shares and *vice versa*, or A held B's, B held C's, and C held A's. It would be something like the snakes all eating each other's tails. The one certainty would be that, given such a situation, various company promoters could, under the old law, have framed plausible balance sheets to show that each of a number of insolvent companies was worth millions. Whether ss. 125-127 of the new Act will now prevent such artifices remains to be seen.

The Right to take a Spouse's Letters.

AS REPORTED in the Press, a tribunal at Bordeaux has just laid it down that "a husband, in his quality as chief of the household, and in virtue of the domestic authority with which the law has invested him, has the right to control and supervise the correspondence of his wife." In respect of our own law, the above statement might have been correct if applied to our grandfathers' rights over our grandmothers' correspondence, but, it need hardly be added, does not correctly set forth the English law of the twentieth century. The civil rights generally of the sender and the addressee of a letter are discussed in *Thurston* v. *Charles* (1905), 21 T.L.R. 659. In that case the defendant, a City Councillor, was sued by the plaintiff, the matron of a City hospital, for the detention and conversion of a letter addressed to her, and for libel for publishing the letter to others. The judge, holding the occasion privileged, and the jury finding that there was no malice, the claim for libel failed. The defendant paid £2 into court in respect of the detention of the letter. The jury, however, perhaps having regard to the fact that the defendant had refrained from explaining how he came to possess the letter, awarded the plaintiff £400, and the judge upheld their verdict, observing that if a letter like that in question was taken and read and shown, the plaintiff had the right to recover substantial damages. In the case of spouses, however, apart from certain sections of the Married Women's Property Act, 1882, no action for tort lies by one against the other (see s. 12 of the Act, and *Phillips* v. *Barnet* (1876), 1 Q.B.D. 436), nor, of course, does a charge of larceny lie in respect of the property of one taken by the other, save in the circumstances mentioned in s. 12 (and see also s. 16). Under s. 12 a wife might possibly have a remedy if a husband took and destroyed her letters, but provision does not appear to have been made for the converse case, for s. 16 applies to criminal proceedings only. If one spouse habitually interfered with the correspondence of the other, the question may be raised whether an injunction would lie. Possibly the nearest case is *Hill* v. *Hill* (1916), W.N. 59, where NEVILLE, J., granted an injunction against a wife who was living in her husband's house while he was serving in the war, and preventing the sale of it by refusing inspection to would-be purchasers—suspending its operation, however, until he provided her with a suitably furnished house elsewhere. The report is a brief one, and no reference is made to the Married Women's Property Act, 1882. The injunction against a wife at the instance of a husband in *Callaby* v. *Callaby and Perowne* (1921), 37 T.L.R. 241, appears to have been granted under the court's inherent power to protect those who have invoked it. It may be added that a charge in respect of a delivered letter is possible under s. 54 of the Post Office Act, 1908, but express malice and intent to injure must be proved, and the consent of the Postmaster-General obtained for the proceedings.

Criminal Law and Practice.

FACILITIES FOR APPEAL.—It has been pointed out many times that while it is easy and inexpensive to appeal from a conviction on indictment to the Court of Criminal Appeal, an appeal from a court of summary jurisdiction is fraught with so much difficulty and expense that it is hardly open to poor men. An appellant is almost bound to employ a solicitor; and beyond that there is the necessity for entering into recognisances, generally with one or more sureties, conditioned not only for his appearance (which is quite reasonable) but also to pay such costs as the court above may award. The prospect of being ordered to pay costs which he could not possibly defray, coupled with his inability to find substantial sureties, must have caused many a would-be appellant to abandon his attempt to appeal.

We suggest that an amendment of s. 31 of the Summary Jurisdiction Act, 1879, might perhaps be framed so as to make the appeal to quarter sessions a poor man's remedy. The legal profession would, we feel sure, welcome it as a measure of justice.

Sub-section (3) of s. 31 reads as follows:—

"(3) The appellant shall within the prescribed time, or if no time is prescribed within three days after the day on which he gave notice of appeal, enter into a recognisance before a court of summary jurisdiction, with or without a surety or sureties as that court may direct, conditioned to appear at the said sessions, and to try such appeal, and to abide the judgment of the court of appeal thereon, and to pay such costs as may be awarded by the court of appeal, or the appellant may, if the court of summary jurisdiction before whom the appellant appears to enter into a recognisance think it expedient, instead of entering into a recognisance, give such other security, by deposit of money with the clerk of the court of summary jurisdiction or otherwise, as that court deem sufficient;" . . .

Sub-section (5) contains the following sentence:—

(5) . . . "The court of appeal may also make such order as to costs to be paid by either party as the court may think just;" . . .

The following suggestions are put forward as a basis for discussion:—

Add to sub-ss. (3) and (5) provisoes somewhat to the following effect:—

(3) "Provided that if such court of summary jurisdiction is satisfied that the appellant is unable, through poverty, to pay the costs of an appeal, the recognisance or deposit or other security shall not be conditioned as to the payment of such costs as may be awarded by the court of appeal."

(5) "Provided that where, under the proviso to sub-section (3) the court of summary jurisdiction has dispensed with a condition as to costs, the court of appeal shall not order the appellant to pay costs unless such court is satisfied that the appellant is possessed of sufficient means to pay such costs."

IMMUNITY FROM PROSECUTION.—The Buffalo "Courier-Express" recently reported a curious case from Oklahoma City. A man who had been sentenced to life imprisonment for killing a woman was released by the criminal court of appeals, which held that the state had violated a promise of immunity made to the man when he took the witness stand in Osage County district court and testified in the case of another man that he himself killed the woman.

The result seems highly unsatisfactory from the point of view of both law and justice, though of course, we cannot tell what are the merits of the case. Such a position could hardly arise in this country. If a witness suspected of crime were about to give evidence he would be cautioned that he need not answer questions which would incriminate him, but that if he did answer he must answer truly. After that caution, his admissions would become evidence that might be subsequently given against him if he were tried. What is likely to criminate him is really for the court to decide, but in practice a witness is rarely pressed if he plead that he thinks he ought not to be compelled to answer on that ground.

A court would not promise a witness immunity, although a judge or a magistrate might possibly ask counsel or other responsible person in charge of a prosecution whether the witness was likely to be proceeded against in order that if the answer were negative the witness might be reassured. The court, indeed, could not of its own authority promise immunity, and it is inconceivable that in this country a witness who was known to be possibly guilty of a capital offence should be even given to understand that he was probably secure.

The position with regard to a man who is to be used as "King's evidence" is, of course, rather difficult. The most satisfactory way of dealing with the case seems to be to prefer the charge against the man; then, in court, it is for counsel to ask for his discharge. It would seem that counsel for the Crown has the right to demand the acquittal of one of several accused if he desires to call him as a witness against the others (*R.* v. *Rowland* (1826) R. and M. 401). Once acquitted, he could not, of course, be prosecuted for the same offence again. And, in any event, it is obviously necessary to find out enough about the position of the witness who is to be called before giving him any assurance, formal or informal, that no proceedings shall follow against him. Nothing approaching a promise of immunity ought to be given without full knowledge; and the promise to overlook offences cannot apply to offences unknown. It is, after all, in essence a matter of condonation, not a general amnesty; and condonation is forgiveness with full knowledge.

Of course, a promise not to prosecute, even if given improperly, but given by someone connected with a prosecution, would render inadmissible in evidence a confession thus extracted; but that is not the same thing as conferring immunity.

The Adoption of Children Act in Working.

FOUR years have elapsed since the Adoption of Children Act, 1926, came into force, and it is possible to form some estimate of the way in which it is being put into practice; but as all proceedings under the Act are held in private, and as there has been, so far as we can trace, no reported case in the High Court dealing directly with the Act, all that can be done is to profit by such information as comes to hand from various sources and to base suggestions and criticisms upon that.

Difficulties have been experienced under s. 2 of the Act. Many adoptions are of illegitimate children, and a common case is that of an illegitimate child whose mother has since married a man who is not the father of the child, but who is willing to adopt jointly with her. This is obviously so desirable that it should be facilitated. It may be, however, that the man is less than twenty-one years older than the infant, and, since there is no consanguinity here, he can never adopt the child, on account of s. 2 (1) (*b*). It has been suggested that the proviso should include affinity as well as consanguinity. This would meet such a case and others arising out of similar causes. "Consanguinity and affinity are contracted as well by unlawful company of man and woman as by lawful marriage" ("Browne and Watts on Divorce," 10th ed., p. 264).

Further, a criticism of the proviso itself has been made on the ground that the phrase "Where the applicant and the infant are within the prohibited degrees of consanguinity," cannot apply to persons of the same sex. This may be good

law, but if it be, it would certainly seem to be in need of amendment, for it results in the absurdity that a man could, for instance, adopt his niece who was near his own age, but not his nephew. Mr. CLARKE HALL, in his book "The Law of Adoption," takes the broad view that the real effect of the words "is simply to draw a circle round a body of persons, the nearness of whose blood-relationship justifies the adoption of other persons within the circle, even though there is less than twenty-one years between their ages. The words are, in fact, the indication of a group of persons, not a definition of their individual sex relationships." To remove doubts upon what is admittedly a debatable question it might be well to amend the section so as to make it plain that this interpretation is as sound as it is desirable.

The requirement in s. 2 (1) (*a*) that an adopter must not be less than twenty-five years of age has also been found inconvenient; but as this is a defect in an applicant which time can remedy it is not of prime importance. Nevertheless, instances may well occur in which for some good reason immediate adoption by a married couple is desirable, and where, owing to the youth of one or other of them, action has to be deferred. Possibly an exception to the general rule, which is clearly a desirable rule in principle, might be made in the case of a joint application, where one applicant is over the age of twenty-five and the court is satisfied that there are exceptional circumstances in favour of making an order without delay.

The effect of an adoption order upon an existing affiliation order is the subject of a sharp divergence of opinion, and the wording of s. 5 of the Act leaves room for doubt. Some people argue that an adopted child, having been provided with parents through the medium of the adoption order, ceases to have the status of an illegitimate child, and that, those who were liable in respect of its education and maintenance being no longer so liable, the bastardy order automatically comes to an end. Others argue, to the contrary, the order remains in force until terminated by the order of a competent court, and that, just as payments under a bastardy order can be enforced after the marriage of the mother (*Sotheron* v. *Scott* (1881), 6 Q.B.D. 518; 50 L.J. 56; 45 J.P. 423), so also it can be, and in certain circumstances ought to be, enforced after the child has been adopted, for the benefit of the child, the payments being made, after due variation of the order, to the adopters. Here, again, a definite pronouncement in an amending statute would be of service, since it may be long before the High Court is asked to decide the point, and meantime it is likely that inferior courts will be giving conflicting decisions.

It is sometimes said that s. 10 of the Act, which relates to "*de facto*" adoptions, has spent itself by lapse of time. We are unable to see why this should be so. The section refers to *de facto* adoptions existing "at the date of the commencement of this Act" (1st January, 1927) and for two years before the commencement of the Act. There is at present no question of calculating a period after the Act came into force; and it seems, therefore, that if there be, as well there may, cases in which a child is still in the custody of "adopters" who "adopted" at least two years before 1st January, 1927, then the provisions of s. 10 still apply to such cases. It will, we suppose, become obsolete in 1946.

A point upon which there is, according to our information, some diversity of practice is whether or not the Christian name of the child can be changed at the time of making an adoption order. The name entered in the Adopted Children Register will always be the name specified in the order itself, so there is no difficulty in that respect if the court considers it has the power to record a change of name. In some quarters the view is held that a Christian name, unlike a surname, whether given at baptism or confirmation, or even only by registration, cannot be changed. There is, however, a certain amount of ancient authority for saying that a Christian name can be acquired by use and reputation. If so, it is not unchangeable, and we see no reason why a new name should not be inserted in an adoption order; a short section in an amending Act could clear up any doubts.

Some text-books, in dealing with the Adoption of Children Act, state that there is an appeal to quarter sessions against an adoption order. This is not so, but it is desirable that there should be an appeal against an order of permanent and far-reaching effect; and in any amending Act we hope the right of appeal may be conferred.

Dealing now with points of practice involving no questions of law, we find it is said that many prospective adopters have a rooted objection to communicating their addresses to the child's actual parents. This is often quite natural, especially if the parents are not of good character and are likely to cause trouble. The adopters feel that they wish to sever once and for all the connexion between the child and his parents. In some instances both adopters and parents seem desirous of avoiding meeting each other (which the Rules seem to allow), and are not even anxious to know anything about each other. That a general form of consent to adoption, given by a parent before any particular person has agreed to adopt, is invalid, is shown by the judgment of SCRUTTON, L.J., in the case *In re Carroll*, decided in December, 1930. As to concealment of addresses, the Adopted Children Register, from which anyone can obtain an extract, shows the address of the adopters, so that complete secrecy on the point cannot be obtained save by some subterfuge. Parents and applicants can, of course, be seen separately, and even at different hearings.

The attendance of the parents at court is generally considered desirable. In so momentous a matter as parting permanently with a child there should be no possibility of misunderstanding, and it is more satisfactory to hear from father and mother themselves that they understand the effect of an order and consent to it than to have a written consent unsupported by their verbal testimony. In courts of summary jurisdiction, where evidence cannot be taken on affidavit, it is considered the best practice, where an absent person's consent is to be proved, to require the attendance of a witness to the signature of the written document. If such witness can satisfy the court that he made the respondent understand the effect of his consent and the effect of an adoption order, so much the better.

Proof of the identity of the child with the child referred to in a birth certificate is sometimes a matter of difficulty, but it is of great importance if the certificate based on the Adopted Children Register is to be a new birth certificate for all purposes. This is one of the matters with which the guardian *ad litem* has to deal in his inquiries, but the court must be satisfied on the point before ordering the date of birth to be entered in the Adopted Children Register kept by the Registrar-General. If either parent be present, such parent can give the best possible evidence on this point. In other cases the court may be satisfied with something less, such as the testimony of a near relative, or the evidence of a person who has had custody of the child since early infancy who testifies that she received the birth certificate when she took the child, or some other evidence sufficient to raise a strong presumption that the certificate refers to the child who is to be adopted.

Our suggestions about procedure have reference mainly to juvenile courts. Chancery judges, naturally, can regulate their own procedure to a large extent, and the County Court Rules give a wider discretion to the judge than do the Summary Jurisdiction Rules to the magistrates.

SIR EDWARD CLARKE.

Sir Edward Clarke, K.C., will celebrate his ninetieth birthday on Sunday, 15th February. To mark the event the inhabitants of Staines are placing in St. Peter's Church one of a series of windows which Sir Edward Clarke has initiated and desires to see completed. Sir Edward Clarke will receive an album containing the names of all subscribers.

Committal for Contempt.

An application was made to Mr. Justice Bennett, on the 11th December, 1930, for the release from prison of a man who had been committed for breach of an order restraining him from driving cattle, sheep, or other animals over a golf course. The applicant, who had been in prison three weeks, apologised for having disobeyed the order of the court, and gave an assurance that he would not again do so. An order for his discharge was then made.

Committals for contempt are, happily, not of very frequent occurrence, the majority of litigants fully appreciating the absolute futility of deliberately disregarding judicial orders. The unruffled atmosphere of, say a Chancery Court, is not, however, particularly calculated to intimidate the intractable individual whose stupid perversity or crass folly may blind him to a realisation of the power behind the Bench. An order for committal soon and forcibly brings the position home to him, and almost invariably a very brief sojourn in gaol more than suffices to convince him of the error of his ways. An interesting case on this matter occurred in 1819, when an application was made for the discharge from Lincoln gaol of a man who had been committed for not obeying a writ of injunction restraining him from ploughing certain pasture lands in his occupation as tenant (*Adlard* v. *Smith*, 6 Price, 321). The Lord Chief Baron said that the object of the order for the attachment could only be the vindication of the authority of the court, by bringing the defendant to a sense of the respect due to it, and to enforce obedience. Whenever the term of the prisoner's confinement could be shown to be proportionate to the offence which gave rise to it, and to have produced the effect intended, the court might interfere to discharge him. The court, indeed, must have this right, or, otherwise the smallest contempt of court, if a vindictive and implacable plaintiff should have the right to oppose such interference, might have the effect of causing the defendant to be imprisoned for life. In *R.* v. *Hewsworth*, 3 C.B. 745, where the defendant had failed to comply with the terms of an award and had withheld certain property from the prosecutor, Wilde, C.J., after committing the defendant to prison for two years, "unless he should sooner comply with the terms of the award," pointed out that the non-performance of the award was not a single act of contempt which would be purged by a definite period of imprisonment. If, after the expiration of the two years' imprisonment, the award was not performed, the prisoner might again be brought up to answer for his continuing contempt. "Nor will he thereby, as I conceive," said the judge, "be relieved from an action upon the award." In view of the words of the Lord Chief Baron in *Adlard* v. *Smith*, *supra*, it seems reasonable to suppose that a court would not repeatedly renew a prison sentence for contempt after a period proportionate to the offence had been served. Mathew, J., in the case of *Mrs. Davies*, 21 Q.B.D. 236, also said: "The punishment should be commensurate with the offence." Further, he added, they had the assistance and the opinion of the legislature against indefinite imprisonment for contempt of court expressed in Acts of Parliament and Rules of Court having Parliamentary sanction. The Master of the Rolls, in *In re Clement* (1877), 46 L.J. Ch., at p. 383, said: "It seems to me that this jurisdiction of committing for contempt being practically arbitrary and unlimited should be most jealously and carefully watched and exercised, if I may say so, with the greatest reluctance and the greatest anxiety on the part of the judges to see whether there is no other mode which is not open to the objection of arbitrariness, and which could be brought to bear upon the subject . . . It is necessary only in the sense in which extreme measures are sometimes necessary to preserve men's rights."

In an Irish case, the brother of a man who had been found guilty of an offence proceeded afterwards to the house of the foreman of the jury and, accusing him of having bullied the jury into finding their verdict, challenged him to mortal combat. When the matter was brought before Pigot, C.B., he said that it was important that there should be no improper interference with the administration of justice, and, above all, that juries should be protected from every interference with them in reference to the discharge of their important and sacred duties.

With regard to the question of appealing against a committal order resulting from a civil action, it was contended in *Jarmain* v. *Chatterton*, 30 W.R. 461; 20 Ch. D. 493, that by reason of the decision in *Ashworth* v. *Outram*, 25 W.R. 896; 5 Ch. D. 943, there could be no appeal against the order of the judge refusing to commit. The Court of Appeal, however, while acknowledging that they would not, as a general rule, entertain an appeal unless there had been a gross miscarriage, did not follow *Ashworth's Case*.

There have recently been two further interesting cases relating to contempt. In the first case, while Alfred Arthur Rouse stood committed for trial on the charge of murder a *Daily Herald* poster was published containing the words "Another Blazing Car Murder." That poster in fact related to another case in which it was alleged that a young woman was murdered in a blazing car in the North of England. The Lord Chief Justice said that the words complained of might well seem to suggest that the case on which Rouse was to be tried was a case of murder, when that was the very issue which the jury would have to try. His Lordship said that the phrase "contempt of court" was widely misunderstood, and he referred to the words of Lord Russell of Killowen in *Reg.* v. *Payne*, 40 Sol. J. 416; [1896] 1 Q.B. 580, where he said: "The applicant must show that something has been published which either is clearly intended, or at least is calculated, to prejudice a trial which is pending." There was no doubt that the poster in question fell within the definition of contempt (*Rex* v. *Editor, Printers and Publishers of the Daily Herald; ex parte Rouse*, 75 Sol. J. 119).

In *Rex* v. *Judge; ex parte Justices of the Isle of Ely*, 75 Sol. J. 120 (and see under "Criminal Law and Practice," 75 Sol. J. 87), the justices of the quarter sessions of the Isle of Ely had subpœnaed a witness to attend and give evidence in a case before them. The subpœnaed witness did not in fact attend the court, and the justices resolved that "the Clerk of the Peace do take such steps as are necessary to bring the contumacious witness, William Judge, to account for his contempt in disobeying the said subpœna." A rule was applied for and granted calling on Judge to show cause why a writ of attachment should not issue against him for his alleged contempt in refusing to obey the subpœna. In discharging the rule the Lord Chief Justice, holding that the decision in *Rex* v. *Brownell*, 1 Ad. and E., 598, was still law, cited the words of Taunton, J., in that case: "Disobedience to a Crown Office subpœna is a manifest contempt of the authority of this court; disobedience to a subpœna from quarter sessions is not. I am of opinion that we cannot interfere." On the question of alternative remedies, the Lord Chief Justice said that he had little doubt that quarter sessions had power to fine a recalcitrant witness, or that the witness could be tried on indictment. If, however, a subpœna were issued from the Crown Office those questions could not arise.

F.M.S. ESTATE DUTIES STATISTICS.

Figures published in the annual report of the Federated Malay States Estate Duty Office show that the number of affidavits registered during 1929 was 645, as compared with 720 in the previous year, 1,017 in 1927, 746 in 1926, and 612 in 1925. The decrease in the number of affidavits delivered is attributed to the fact that the office no longer deals with intestate estates not exceeding $3,000 in gross value and containing immovable property. No civil proceedings for recovery of duty or criminal actions, it is added, were instituted during the year.

Company Law and Practice.

LXIV.

SHARE WARRANTS.

THE Companies Act, 1929, s. 70, provides that a company limited by shares, if so authorised by its articles, may, with respect to any fully paid-up shares, issue a share warrant under its common seal. This share warrant will state that the bearer is entitled to the shares therein specified, and will so entitle the bearer, and the shares are to be capable of transfer by delivery of the warrant. With regard to the dividends in respect of such shares as are included in share warrants, the company may provide, by coupons or otherwise, for the payment of future dividends.

The word "share" as used in the Companies Act, 1929, is defined in s. 380 (1) in the following terms: "'share' means share in the share capital of the company, and includes stock except where a distinction between stock and shares is expressed or implied." It has recently been decided, in *Pilkington* v. *United Railways of the Havana & Regla Warehouses Limited* [1930] 2 Ch. 108, that the Companies Act, 1929, does not deprive companies of such powers as they had previously to the coming into force of the Act to issue warrants to bearer in respect of stock; or, in other words, there is no justification for saying that the word "share" used in s. 70 does not also extend to stock. Beyond this, it does not seem worth while to comment further on this case here; there is an elaborate analysis of the question in the considered judgment of LUXMOORE, J., but it possesses an interest which is academic rather than practical.

As the shares or stock specified in a warrant to bearer are transferable by delivery, the right to transfer them cannot be restricted by the articles of any company issuing them, and therefore it is impossible that a company which is a private company within the definition contained in s. 26 of the Companies Act, 1929, should number, amongst its articles of association, one giving the company power to issue share or stock warrants.

There are few indications that the issue of warrants to bearer of this nature will ever become popular in this country; hitherto, in spite of the fact that as long ago as the Act of 1867, a power of issuing such warrants was given, little use seems to have been made of such power, and it is interesting to note, in this connexion, that though Table A of 1908 contained, in clauses 35 to 40, provision for the issue of share warrants, those clauses have been removed from Table A of 1929. It may be that the peculiar genius of the Briton does not take too kindly to anything which does not offer him reasonable protection if lost or stolen, and that he therefore prefers to be safely entered on a register, so that the loss of his share certificate, though perhaps rather a bother, is not, as a rule, owing to its not being transferable by delivery, anything more. In this connexion, we are told in "Gore-Browne" that a share warrant is a popular form of security in, among other countries, France, and this would certainly seem to accord with the traditional view of the methods of saving adopted by the French peasant. A form of security transferable by delivery is obviously a much more satisfactory thing to have at the bottom of one's stocking than a mere share certificate.

The stamp duty on share warrants is to be found set out in the First Schedule to the Stamp Act, 1891. The duty is an amount equal to three times the amount of the *ad valorem* duty which would be chargeable on a deed transferring the shares or stock specified in the warrant if the consideration for the transfer were the nominal value of such shares or stock. Section 107 of the Stamp Act imposes a penalty of £50 on a company issuing a share warrant not duly stamped, and also on every person who, at the time when it is issued, is the managing director or secretary or other principal officer of the company.

On the issue of a share warrant the company must strike out of its register of members the name of the last holder, and enter instead the fact and date of issue of the warrant, and a statement of the shares included in the warrant, with their distinguishing numbers: s. 97 (1) of the Companies Act, 1929.

The Act also provides for the surrender of warrants—the bearer is to be entitled, on surrendering a warrant for cancellation, to be entered (subject to the articles) in the register of members, whereupon the company must enter in the register the date of surrender: s. 97 (2), (4).

There is one point in connexion with the issue of these warrants which may prove a trap for the unwary, for where the articles require a share qualification for directors, the bearer of a share warrant is not, for the purposes of any such article, to be deemed to be the holder of the shares specified in the warrant: s. 141 (2). There is to be found a case, *Pearson's Case*, 5 Ch. D. 336, where the articles provided that the qualification of a director was to be the actual holding of twenty-five share warrants, each representing a single fully-paid share in the company—at that time s. 30 of the Companies Act, 1867, provided that the bearer of a share warrant should not be qualified in respect of the shares or stock specified in such warrant for being a director in cases where such a qualification was prescribed by the regulations of the company, but no mention of this section seems to have been made in that case, either in argument or in judgment.

What the effect at the present day of a provision in the articles that a director might be qualified for office by the holding of share warrants representing so many shares is not easy to see, for such might be an infringement of s. 141. If it is, however, the fact that it is such an infringement sweeps away a measure of restriction which the company desired to put on the office of director. Perhaps the question is nothing more than academic, for it is doubtful if such a provision is ever inserted.

(*To be continued.*)

A Conveyancer's Diary

Acknowledgments and Undertakings for the Production and Safe Custody of Probates and Letters of Administration.

What are muniments of title? It is a well-known rule of conveyancing practice that a vendor who retains muniments relating to the property sold must give either a covenant for production and safe custody or a statutory acknowledgment and undertaking which operates as a covenant.

Generally provision is made in the contract for a covenant or an acknowledgment and undertaking being given. On a sale by auction that is invariably done. But, apart from contract, a vendor is bound to enter into such a covenant or give an acknowledgment and undertaking.

The question, however, sometimes arises as to what documents come within the rule. It has always been recognised that copies of documents of record which the purchaser can see by searching are not such as the vendor must covenant or undertake to produce. For instance, orders of court which may affect the title and may be abstracted are not within this rule, although the vendor may have office copies in his possession. And it has always been considered that probates and letters of administration, being only official copies of documents which can be seen by any person interested, are not muniments of title in respect of which the vendor is under an obligation to covenant or undertake to produce or keep.

I agree that the generally accepted rule with regard to office copies of orders of court and probates and letters of

administration has very little, if any, authority to support it. In fact, according to the leading case on the subject, all such official copies ought to be the subject of a covenant for safe custody and production: see *Cooper* v. *Emery* (1884), 1 Ph. 388.

It has, however, always been the practice to give the acknowledgment and undertaking regarding certificates of birth, death and marriage, although of course, in fact they are only copies from the register.

There is a further point which has never yet been settled, namely, whether trustees (including personal representatives) or mortgagees who are selling and retain documents of title are obliged to give anything more than an acknowledgment for production. I have never been able to see why they should not, but it has not been the practice to require a covenant or undertaking from them and generally a contract provides that such parties shall not be called upon for more than an acknowledgment.

The position regarding probates and letters of administration has been altered by the provisions of the A.E.A., 1925, s. 36 (5), which reads:—

> "Any person in whose favour an assent or conveyance of a legal estate is made by a personal representative may require that notice of the assent or conveyance be written or endorsed on or permanently annexed to the probate or letters of administration, at the cost of the estate of the deceased, and that the probate or letters of administration be produced, at the like cost, to prove that the notice has been placed thereon."

It may be observed that in terms this sub-section does not enact that the probate or letters of administration must be produced more than once or to any person except the person in whose favour a conveyance or assent has been made. It certainly seems, however, to make the probate or letters of administration more important as documents of title, although whether the notice contemplated by it is or is not endorsed or annexed seems to depend entirely upon the whim of the person in whose favour a conveyance or assent has been made. He may require that to be done, or he may not, and I do not know that any purchaser from him could insist upon it.

This brings me to a recent case: *Re Miller and Pickersgill's Contract* [1930] W.N. 42.

By a contract in writing the purchaser agreed to purchase and the vendor to sell a certain dwelling-house. The contract provided that the vendor should on completion of the purchase give to the purchaser a statutory acknowledgment of his right to the production and delivery of copies of any muniments of title to the custody of which the purchaser was not entitled.

The vendor was selling as personal representative of an intestate who died in 1930, to whom a grant of administration had been made.

It was stated that the vendor was willing in accordance with the provisions of sub-s. (5) of s. 36 of the A.E.A., 1925, to have endorsed on the letters of administration notice of the conveyance to the purchaser, when executed, and to produce for the inspection of the purchaser's solicitors the letters so endorsed, but denied the right of the purchaser to the insertion in the conveyance of an acknowledgment by the vendor of the right of the purchaser to the production and to delivery of copies of the letters of administration on the ground that the letters of administration were not muniments of title within the meaning of the contract.

The purchaser by his summons asked for a declaration that he was entitled to have inserted in the conveyance an acknowledgment for the production of and delivery of copies of the letters of administration.

Clauson, J., held that the purchaser was entitled to the declaration which he sought. The learned judge said that, assuming that before the A.E.A., 1925, a vendor was under no obligation to give an acknowledgment in respect of a probate or letters of administration, the fact that under s. 36 (5) of that Act, notices that assents and conveyances had been given or made by a personal representative might be endorsed on those documents, had the effect of making them muniments of title in the sense of making them documents on which the purchaser's title depended.

That, I daresay, is right. But what if in fact there is no notice endorsed on or annexed to the probate or letters of administration? I could understand it better if the Act had provided that a personal representative must endorse or annex a notice, but it does not do so; and in many cases he might not be called on to do so.

This case would provide an excellent text for Mr. Claud Mullins or material for an unofficial report by Mr. A. P. Herbert.

Why the vendor should have objected to give an acknowledgment I cannot imagine. I do not see what risk he would have run or what obligation he would have undertaken beyond that which any reasonable man would have been willing to take. That the time of the court should have been occupied and the money of the deceased expended in obtaining a decision on such a point seems to me to be scandalous.

There are, certainly, a great many questions of difficulty arising under the 1925 legislation which call for judicial solution, but it can hardly be said that the point in issue in *Re Miller and Pickersgill's Contract* is one of them. Whether I am right or not in thinking that an executor or administrator was always under an obligation to covenant or undertake for the production and safe custody of the probate or letters of administration under which he claims the right to convey, I should have thought that where there had in fact been an endorsement as required by s. 36 (5) of the A.E.A. there could be no doubt at all about it.

Landlord and Tenant Notebook.

Landlord's Liability for Nuisance.

The law governing a reversioner's right to protect his property, which we discussed in last week's issue, is reasonably well settled. The same cannot be said of the rules which regulate his liability to strangers, i.e., to neighbours and to passers-by for nuisance. The main principle is that *prima facie* the tenant occupier is responsible; but in the authorities which illustrate the exceptions to this rule the principles applied by the courts are less easy to ascertain.

We find the main principle stated in the case of *Nelson* v. *Liverpool Brewery Co.* (1877), 2 C.P.D. 311, which was an action, not for nuisance, but for negligence, brought by a potman who had been injured by the fall of a defective chimney. The defendants were the landlords of the public-house concerned. The plaintiff was non-suited as not having proved any facts showing a cause of action, and Lopes, J., said that there were only two ways by which landlords could be made liable for injury to strangers by defective repair; if the landlord were under a contract to repair, or if he were guilty of misfeasance, e.g., by letting premises in a ruinous condition.

The liability of a landlord who is under a covenant to repair was first laid down in *Payne* v. *Rogers* (1794), 2 H. Bl. 349, the ground of the decision being simply that circuity of action would otherwise be encouraged, for the tenant would have his action over against the landlord; and it was definitely said that the tenant in such a case could not be sued at all. This decision, which dates from a time when third party procedure was unknown, has been referred to with approval in many cases, but the exact scope of the rule it embodies has not been clearly defined. In *Nelson* v. *Liverpool Brewery Co.*, *supra*, the exact words, as reported, were "in the case of a contract by the landlord to do the repairs, where the tenant can sue him for not repairing"; if the latter phrase

be restrictive in its effect, a landlord would presumably be entitled to raise against a stranger any defence he might raise against his tenant, e.g., absence of notice of the defect, and circuity of action might not be avoided.

What has happened of recent years, however, is that the nature if not the scope of the right to sue a landlord has been more strictly defined, and the plaintiff in *Nelson* v. *Liverpool Brewery Co.* might now fail for want of ability to show any duty if he sued for negligence, or any interest if he were to claim for nuisance: *Malone* v. *Laskey* [1907] 2 K.B. 141, C.A., quite apart from any questions of covenant or of defect at the time of letting.

A case in which a landlord has been held liable for defects shown to have existed at the time of the demise is *Todd* v. *Flight* (1860), 39 L.J. C.P. 21, in which a chimney stack collapsed and damaged a neighbouring chapel. It was alleged, and not denied, that after the demise the lessor kept the premises in a ruinous state. In *Bowen* v. *Anderson* [1894] 1 Q.B. 165, a foot passenger had been injured by the slipping of a coal plate belonging to premises let to a weekly tenant; it was ruled that the jury ought to be asked whether the accident was due to the negligence of the tenant in not securing the plate properly, or whether there was a defect in the plate at the time of the letting. A case mentioned in the *Law Journal* in 1913, *Williams* v. *McCombie* (p. 241), shows that Nemesis may overtake a landlord long after the commencement of the term; in this case the defendant had to pay damages to a foot passenger injured by a falling casement nearly three years after the demise.

As regards nuisance by noise, in respect of which a landlord cannot, as stated last week, make a claim, he is liable to neighbours if he lets knowing that the nuisance will arise. In *Winter* v. *Baker* (1887), 3 T.L.R. 569, both the landlord and the tenant, who was a showman, were held liable for the nuisance occasioned by an organ with twenty-seven trumpets which was, from the tenant's patrons' point of view, part of the attraction to the ground let.

But if a tenant can evade liability by means of a covenant entered into by his landlord, can a landlord rid himself of responsibility by a covenant made by his tenant? Two decisions, *Pretty* v. *Bickmore* (1873), 8 L.R.C.P. 401, and *Gwinnell* v. *Eamer* (1875), 10 L.R.C.P. 658, say that he can. In the former a passer-by was injured by a defect in a coal-plate, and the court held that as the tenant had covenanted to keep the premises in repair, the landlord could not possibly be held to have authorised the defect, and was therefore not liable. The facts of the second case were similar, and the court approved and applied the reasoning of the former.

A possible difficulty suggested by these authorities is that no regard appears to be paid to the implied covenant to keep in repair. It was not contended in either of the last-mentioned two cases that the wording of the repairing covenant was peculiar; but if a lease or tenancy agreement which is silent as to repairs imposes the duty on the tenant, why was the point not made in *Bowen* v. *Anderson*, in which there was no evidence that the lessor was responsible for repairs? The answer would appear to be that the remedying of an original structural defect would be outside the scope of the implied covenant, which relates to preservation rather than to improvement.

MIDLAND BANK EXECUTOR & TRUSTEE CO. LTD.

NEW BRANCH IN BOURNEMOUTH.

The Midland Bank Executor & Trustee Company Limited, which is affiliated with the Midland Bank Limited, announces the opening of a new branch at 16–18 Westover Road, Bournemouth, under the management of Mr. F. C. Fildes. In addition to the head office in Poultry, London, E.C.2, the Midland Bank Executor & Trustee Company possesses branches in Birmingham, Leeds, Liverpool, Manchester, and Newcastle-on-Tyne.

Our County Court Letter.

THE EASEMENT OF DRAINAGE.

THE respective rights of the owners of the dominant and servient tenements were considered in the recent case of *Jenkins* v. *Jenkins and Evans* at Aberayron County Court. The plaintiff had become the tenant of a house when it had no convenience, and a request to the landlord (who lived next door) to open the drain had been met with an offer to sell, so that the plaintiff could do the work himself. The plaintiff accordingly bought the house in September, 1928, and connected up with an old drain running through the garden of the landlord's house, but in July, 1930, the pipes were taken up by the defendants (as successors in title to the original landlord), and the plaintiff had had to build a cesspool in his garden. The defendants' case was that the drain had been a nuisance in the dry summer weather, as the river did not flush the sewage away. His Honour Judge Frank Davies observed that (1) the purchaser of a house, who had acquired the right to use the drain through an adjoining house, also enjoyed the privilege of entering for the purpose of doing any necessary repairs, (2) although permission to lay a drain did not imply permission to create a nuisance, the defendants should have sued the plaintiff, instead of acting in such a high-handed manner, (3) the plaintiff was therefore entitled to damages for trespass, viz., £2, and an injunction to restrain interference with the pipes, provided due care was exercised in relaying the same.

GOLFER'S NEGLIGENCE.

IN *Story* v. *Haslam*, recently heard at Nottingham County Court, the claim was for £7 15s. as damages for negligence, whereby repairs had been rendered necessary to the plaintiff's motor car. The latter was being driven along the highway, when a ball from the Bulwell Forest Golf Links struck the bonnet and broke two panes of the windscreen. The defendant had apologised for the damage, but denied negligence on the grounds that (1) the ball had not been sliced, as it was a good shot straight down the fairway, but the wind had caused it to veer in its flight; (2) the defendant, before following his opponent, had ascertained that the road was clear; (3) the plaintiff's car had then emerged from under a bridge, and the ball was subsequently found inside the car; (4) the defendant was only a visitor (on payment of green fees) and the liability (if any) rested with the club for maintaining a hole in that position. Corroborative evidence was given by the defendant's opponent, but His Honour Judge Hildyard, K.C., held that proper care had not been taken that the road was clear before taking the shot. Judgment was therefore given for the plaintiff, with costs. The reported cases on this subject were discussed in a County Court Letter under the above title in our issue of the 19th January, 1929 (73 SOL. J. 38).

COMPENSATION UNDER THE LANDLORD AND TENANT ACT, 1927.

THE case of *Terroni and others* v. *Morelli and others*, heard on the 14th January last, before Judge Hill Kelly, at Bloomsbury County Court, is the first case in which a tenant has recovered substantial compensation for loss of goodwill under the Landlord and Tenant Act, 1927. Mr. S. P. J. Merlin appeared for the plaintiffs and Mr. A. Cairns for the defendants. The plaintiffs held a lease of No. 16, James Street, Oxford Street, where they kept a restaurant. In this action they claimed a new lease of the premises under s. 5 of the Landlord and Tenant Act, 1927. The defendants owned several restaurants of the same class as the plaintiffs. Shortly before the termination of the tenancy they purchased the reversion expectant with the intention of going into occupation for the purposes of their said business. The Referee, Mr. H. Horton-Smith, filed a report, recommending that the grant of a new lease should be refused, but that £1,393 10s. compensation should be awarded to

the plaintiffs under the provisions of s. 5 (2). This amount was reached on the basis of £150—the sum by which it was found the plaintiffs had increased the annual rental value of the premises—calculated at fourteen years' purchase discounted under the actuarial tables in Whitaker, at 6 per cent. Judge Hill Kelly gave judgment adopting the report. The only point in the application to vary was that the rise in rates had not been regarded by the referee. This conjecture, His Honour said, was based on the slightest foundation. The objection must fail.

SOLICITORS' RIGHTS AND LIABILITIES.

THE above subject has been considered in two recent cases. In *Jones* v. *Hall*, at Stoke County Court, the claim was for £55 as balance of salary from December, 1921, to August, 1924. At the latter date (when the plaintiff's employment as managing clerk terminated) there was £115 owing to him, and the defendant, having agreed an account stated, had paid £60 on account. There had been seven applications for payment of the balance, but the defendant had written in February, 1927, denying any promise to pay. The plaintiff's successor stated (on subpœna) that there had been a promise to pay the balance, although no amount was mentioned. The defendant contended that the £60 paid on leaving was all that was owing, but His Honour Judge Ruegg, K.C., held that, if that were so, the defendant should have replied to that effect. Judgment was therefore given for the plaintiff, with costs, a stay of execution being refused.

In *James* v. *Davies*, at Neath County Court, the claim was for £39 5s. as the balance of costs, and the counter-claim was for £33 already paid on account. The plaintiff had been consulted by the defendant and his daughter in reference to certain allegations, and, after statements had been taken from three witnesses, a writ for slander had been issued against the secretary of the Pontardawe Working Men's Club. The case came into the list at Swansea Assizes, but, on the morning of the trial, one of the witnesses retracted his evidence, and the action was settled on the signing of a statement that there was no reflection upon the plaintiff, each side to pay their own costs. The first-named plaintiff had offered to accept £50 in settlement, but, after paying the £33 in question, the defendant (the client in the slander case) had disputed liability on the grounds that (1) he had been deceived, (2) an attempt was being made to get money out of him. After a five hours' hearing the jury found a verdict for the plaintiff on the claim and counter-claim, and His Honour Judge Frank Davies gave judgment accordingly. It is noteworthy that both the above-named parties, and also the defendant's second solicitor, were blind persons. Compare a "County Court Letter" entitled "Solicitors' Liability for Negligence" in our issue of the 13th December, 1930 (74 SOL. J. 830).

THE LIABILITIES OF HAIRDRESSERS.

IN *Marshall* v. *Carr*, recently heard at Edmonton County Court, the claim was for £23 as damages for wrongful dismissal of a hairdresser's apprentice, on the alleged ground of neglect and perfunctory performance of duty. The case for the defendant was that the closest attention to duty was required, as the process of a permanent wave involved dividing the hair into small handfuls, each of which was placed in an electrically-heated cylinder containing oil, and the hair which had been treated was then marked with a blue pencil, no other colour being suitable. The cost was 30s. to 50s., and the operation was dangerous, as any little defect might cause a severe scalp burn or destroy the roots of the hair, and so involve the defendant in liabilities to clients. His Honour Judge Crawford held (after a four hours' hearing) that the plaintiff (a girl of nineteen) had only been slightly indifferent in her work, and judgment was therefore given in her favour for £21 and costs. See, further, a "County Court Letter" under the above title in our issue of the 8th February, 1930 (74 SOL. J. 86).

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

On the 10th February, 1557, died Sir Edward Montagu, but a short time after his removal from the office of Chief Justice of the King's Bench.

His long career had proved him both honest and learned, but at the time of his fall, advancing years had left him a weak old man unequal to a crisis. For, though convinced of the illegality of Northumberland's scheme to divert the succession of the Crown to Lady Jane Grey, he allowed himself to be bullied into an outward concurrence.

On the triumphant accession of Queen Mary, this grave offence cost him not only removal from the Bench, but six weeks in the Tower, a fine of £1,000 and the loss of a portion of his estates.

His testamentary dispositions prove him to have been both wealthy and charitable.

SETTING THE TEMPLE ON FIRE.

In a recent debate at Gray's Inn on whether women should have been admitted to the Inns of Court, a lady said, "I believe that after years of struggle, two or three women will set the Temple on fire and women's position at the Bar will then be definitely established."

This might not appeal to the Benchers as a very cogent argument for their admission. But, whether the prophecy be taken literally or metaphorically, the authorities would evidently do well to keep their eye on this young woman.

Portions of the Temple have, of course, been burnt now and then. In the Great Fire of London, much of the Inner Temple was destroyed and the Church barely escaped. In the outbreak of 1838, Mr. Maule (afterwards Maule, J.) barely escaped. Having returned to his chambers very late at night, he was sufficiently absent-minded to place a lighted candle under his bed.

LOVE AT LAW.

Love has been busy in some courts lately. At the Chester Quarter Sessions, the Recorder bound over a young woman on condition that she got married within three months. At the Liverpool Quarter Sessions, the Recorder bound over two young shop-breakers in the custody of their prospective wives.

These happy endings recall a Gilbertian episode before Lord Morris, a Chief Justice of Ireland when a youth was tried for abduction. The charge to the jury was as follows: "I am compelled to direct you to return a verdict of 'guilty' in this case, but you will easily see that I regard it as a trifling thing. Find, therefore, the prisoner guilty of abduction which rests, mind ye, on four points—the father was not averse, the mother was not opposed, the girl was willing and the boy was convaynient."

The subsequent sentence on the prisoner was to remain in the dock until the court rose. When the judge went out he shouted to the young man: "Marry the girl at once, and God bless you!"

JAVELIN MEN.

Napier, recently devastated by earthquake, offers lawyers a unique point of interest in that it is the only place in New Zealand where a judge on assize has been attended by javelin men. The circumstances were as follows: When Mr. Justice Johnson was appointed to the New Zealand Bench from the English Bar, about 1860, his reputation as a stickler for etiquette had already preceded him. Therefore, when he visited Napier to open the circuit sittings for the first time, the sheriff was at great pains to secure a carriage and a pair of white horses for the occasion. Instead of expressing appreciation, the new judge asked where were the javelin men, and intimated that he would expect to see them on his

next appearance in the town. By the time he returned, however, he had learned enough of the country to realise his mistake, but he got his javelin men. It happened that his sitting coincided with a season of melodrama at the town's theatre and the sheriff engaged a group of supers from the company to receive the judge. Their tin helmets and cuirasses and their wooden halberds covered with tinfoil completed the new judge's disillusionment.

Correspondence.

Record of Long Service.

Sir,—Our professional friends seem to think that the following record of service may be of interest.

Mr. John Walker was engaged as a junior clerk by the late Mr. A. L. Hardman on the 31st January, 1860. On the same day the late Mr. Thomas Lister Farrar joined Mr. Hardman with a view to partnership.

On the death of Mr. Hardman in August of 1860, Mr. Farrar took over the practice and Mr. Walker remained with him and the present firm until his death on the 28th December last, thus completing except for one month seventy-one years' continuous service. It should be added that Mr. Walker, although eighty-six years of age, was actively engaged and working full time until early in November last.

We do not suppose that it is a record, but it is at least a wonderful instance of long and active service.

Manchester. FARRAR & Co.
10th February.

Mistake in Conveyance—Omission of Words of Limitation—Death of Grantees—Procedure.

Sir,—With reference to question No. 2081 in "Points in Practice" of your issue of the 13th December, 1930, we are interested in the point raised as we are acting in a matter where a similar mistake was made, but in our case the whole of the habendum was omitted in error.

We note the opinion given is to the effect that the fee simple vests in the grantee under the combined effect of Pt. I, 3 and 6 (*b*) but we presume you mean Sched. I, 3 and 6 (*b*) and from a perusal of the First Schedule to the Act it occurs to us that 3 and 6 (*d*) are the appropriate authorities in our particular case. The point upon which we should like to have your views is as to whether, in your opinion, the combined effect of 3 and 6 (*b*) or (*d*), whichever is appropriate, is to actually *vest* the property in the grantee without any further conveyance or other document.

In our particular case there was a valid formal contract of sale, and the property was conveyed in 1925, the purchaser being still alive. There is difficulty, however, in obtaining the execution of a confirmatory conveyance and the bank with whom it is wished to pledge the deeds contend that the title is defective without a confirmatory conveyance of the fee simple.

Louth, H. O. & Son.
24th December, 1930.

[We have referred this letter to the contributor who dealt with this point and he submits this answer.—Ed. *Sol. J.*]

It appears clear that in the case put the legal estate actually vested in the purchaser in fee simple by virtue of the provisions of Sched. I, Pt. II, para. 3 and 6 (*d*). It is assumed the vendor was a beneficial owner. If the property was sold by trustees for sale, it appears doubtful whether the provisions would apply by reasons of the exception in para. 3.

It is not considered however that the court would probably not force such a title on a purchaser if there was no difficulty in getting a confirmatory deed. The bank can, as could any other proposed mortgagee, refuse to accept the title if it thinks fit.

Landlord and Tenant Act, 1927. Compensation for Goodwill.

Sir,—We were interested to read your correspondent Mr. T. D. Leake's letter on the case of *Terroni* v. *Morelli*, in which we acted for the plaintiff.

Your correspondent is not quite correct in his assumption as to the manner in which the arbitrator arrived at the figure of £150 a year being the annual increase to the value of the goodwill of the premises. The arbitrator did not arrive at this figure by reference to the profits of the business or by reference to what your correspondent calls "super-profit expected to arise in future years."

The plaintiff submitted alternative bases of compensation. The first basis was that the plaintiff's claim for compensation should be assessed at twice the average annual net profits from the business. This basis the arbitrator rejected. The second or alternative basis put forward by the plaintiff was the *increased rental value attached to the premises due to the tenant's goodwill*. This basis the arbitrator accepted. Evidence was called on both sides as to the rental which the premises would fetch with goodwill attached on a fourteen years' lease. On this evidence the arbitrator decided that the rental would be £500 a year, that is to say £150 a year in excess of the rental value of the premises without goodwill attached.

Bedford Row, W.C.1, G. D. FREEMAN & Son.
11th February.

Obituary.

Judge Sir FRANCIS GREENWELL.

His Honour Judge Sir Francis John Greenwell died on Monday, the 2nd inst., at his home at Lanchester, Durham, at the age of seventy-eight. He was called to the Bar by the Inner Temple in 1877, and joined the North Eastern Circuit. He was Recorder of Durham from 1883 until 1924, and was appointed County Court Judge of Circuit No. 1 in 1895. He was Chairman of Durham Quarter Sessions, and was also J.P. for Northumberland and Durham, being knighted in 1928.

Lady Greenwell died a few hours after her husband's death, and their funeral took place at Lanchester on Friday, the 6th inst.

Mr. W. T. BOODLE.

Mr. Walter Trelawny Boodle, solicitor, of Davies-street, W.1, died on Friday, the 6th inst., at the age of fifty-nine. Admitted in 1894, he joined the family firm of Messrs. Boodle, Hatfield & Co., of which he became senior partner. This firm has always included a member of his family during the past 200 years.

Mr. ADRIAN YOUNG.

Mr. Adrian Young died on Tuesday, the 3rd inst., at his residence "The Widenings," Forest Road, Loughborough, in his eighty-first year. Admitted in 1873, he practised in London for some years, but retired in 1895. In 1898, he purchased a business in Loughborough, and resumed practice there, subsequently being joined by Mr. James Murphy. Mr. Young finally retired from practice in 1920.

Mr. D. M. SELINE.

Mr. David M. Seline, solicitor, of Swansea, died suddenly at his home on Wednesday, the 4th inst., at the age of sixty-five. He was admitted in 1889, and for the past thirty-five years had been secretary of the Swansea and Neath Incorporated Law Society, holding the office of President in 1911.

POINTS IN PRACTICE

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Smoke Abatement and Coal Mines.

Q. 2135. In the "Practice Note" of your issue of 25th October last, dealing with black smoke and the reference therein to the case of *Patterson* v. *Chamber Colliery Company*, 56 J.P. 200, we have occasion to refer to "Lumley" on the matter, and from his reference to that case it would appear that it would be a defence to proceedings under s. 91 of the Public Health Act, 1875, to show that the smoke could not be prevented except by interfering with the efficient working of the mine. We have not had an opportunity of reading the report of that case, but we should be glad to know whether you agree with the opinion expressed in "Lumley" and also whether "interference" as there used refers to the introduction of some agency which, whilst temporarily interfering with the efficient working of the mine, might eventually diminish or entirely put an end to the nuisance.

A. Re Patterson v. *Chamber Colliery Company*, 56 J.P. 200; 8 T.L.R. 278. With regard to your first point, we think that "Lumley" is clearly right. Hawkins, J., in the above case, after stating that he was of opinion that the chimney of a coal mine was within s. 91 of the Public Health Act, 1875, continued: "It is subject, of course, to the exemption within s. 334 of the Act, but whether they are exempt or not from prosecution depends upon whether or not the smoke nuisance can be prevented reasonably without obstructing the efficient working of the mine. If it can be prevented without obstructing the efficient working of the mine then the chimney of a coal mine is just as subject to the operation of the section as any other chimney." There would thus appear to be reasonable ground for assuming that if the smoke nuisance could not be prevented without obstructing the efficient working, then the exemption within s. 334 would undoubtedly operate to free the mine owner or occupier from liability for the nuisance. "Nothing," says s. 334, "in this Act shall be construed to extend to mines of different descriptions so as to interfere with or obstruct the efficient working of the same; . . ." Briefly, if the nuisance can be prevented without interference with efficiency they are not exempt; if it cannot be prevented without impairing efficiency they are exempt. Your second question presents more difficulty. It is obviously a question of degree how far any agency introduced to prevent the nuisance will interfere with the efficient working of the mine. It would not appear reasonable, and perhaps would not be so held, to say that s. 334 must be so rigidly enforced that not the slightest interference with the efficient working will be tolerated when just that slight, perhaps almost negligible interference, would completely terminate the nuisance complained of. This suggestion might equally be applied to a merely temporary interference which may diminish or entirely put an end to the nuisance. If, in fact, however, there is *any* interference at all, the whole matter would appear to depend on the view taken by the tribunal of the manner of construing s. 334. If strictly construed there can be no room for any question of degree or for any temporary conditions.

Will—Construction—Partial Intestacy—Hotchpot.

Q. 2136. A testator by his will appointed his wife, A.B., to be his executor, and directed that all his debts and funeral expenses should be paid and then gave and bequeathed unto his wife "the whole of my properties, shares and furniture." There is no other gift of residuary estate. The testator has just died, and his estate consists of (1) a house in mortgage to a building society, (2) furniture, (3) shares in public companies, (4) consolidated and also debenture stock in a gas company, (5) War Savings Certificates, (6) a credit bank balance and cash in the house. Do the items numbered 4, 5 and 6 pass to the wife under the above-mentioned gift, or is there an intestacy in respect of the three last items or any of them? The testator left his wife and his father him surviving, but no children. If an intestacy is the wife entitled to the items 4, 5 and 6 (which together do not amount to £1,000) or must she bring the first three items into hotchpot?

A. We think it is probable that the stocks of the gas company passed to the wife under the bequest (*Morrice* v. *Aylmer* (1875), L.R. 7, H.L. 717). We have not been able to trace any authority bearing on the War Savings Certificates, but we express the opinion that neither they nor the bank balance and cash passed to the wife under the bequest. If items 4, 5 and 6 are not covered by the bequest they are taken by the wife as in partial intestacy (A. of E. A., 1925, ss. 49 and 46), and she need not bring items 1, 2 and 3 into hotchpot (A. of E. A., 1925, s. 49 (*a*)).

Mortgage to Secure Surety against Loss.

Q. 2137. In 1929 A deposited with her husband's bankers securities to the value of about £2,000 to secure his overdraft, and gave the bankers the usual powers of sale, etc., over those securities. The husband is the owner of a freehold farm subject to a mortgage and is also the owner of another piece of land adjoining the farm, which he purchased for £800. The husband now wishes to secure A from any possible loss in the event of the bank realising her securities, which in all probability would only happen if the husband was seriously involved with his creditors in other directions. In view of the fact that no amount can become due to A until the bank take action it is desired to know how the properties in question can best be utilised to provide a proper security for A, bearing in mind the fact that the security must be of such a nature as to prevent any subsequent charge given by the husband to a third party taking precedence over that to be given to A?

A. A can execute in favour of his wife a second mortgage of the farm (which must of course be registered as a land charge and of which it is advisable to give notice to the first mortgagee) and a (first) mortgage of the piece of land to secure the wife against liability. There should be a covenant by A to pay within a certain time after request in writing all sums due to the bankers in respect of which the latter are entitled to hold the wife's securities as security for A's indebtedness and to obtain a release of the wife's securities, and a proviso for redemption in corresponding terms. It is also wise to have a provision that for the purpose of the exercise of the statutory power of sale the money secured shall be deemed to be due on the execution of the mortgage and that the power of sale should be deemed to have arisen immediately after default made by A in performing his covenant, and that the provisions of s. 104 of L.P.A., 1925, should apply to any sale by the mortgagee as if it were a sale under the power conferred by the Act. Precedents of a mortgage to secure a surety that can be adopted will be found in the book, e.g., Key & Elphinstone, "Encyclopædia of Precedents."

Death of One of Two Joint Tenants SURVIVOR ABSOLUTELY ENTITLED UNDER WILL OF DECEASED ASSENT NOT NECESSARY.

Q. 2138. Blackacre was conveyed in 1923 to A and B as joint tenants. At the same time they mortgaged the property to a bank to secure A's account and a policy of insurance on A's life was also deposited. A died on the 7th June, 1930, leaving a home-made will, the material part of which reads: "I give and bequeath all my goods and chattels and all my personal estate whatsoever unto B for her sole absolute use and benefit, and I hereby appoint her sole executrix of this my last will and testament and revoke all former wills at any time by me made." On the death of A the policy money was paid to the bank. Will any form of assent be necessary to vest the property in B?

A. On 1st January, 1926, the property became held by A and B (subject to the mortgage term which the bank then acquired if its mortgage was in legal form) on trust for sale, but the joint tenancy in equity was not severed (L.P.A., 1925, s. 36 (1) and Sched. I, Pt. VII, paras. 1 and 3). On the death of A the surviving joint tenant B became absolutely entitled in equity under her *jus accrescendi* and quite apart from the will of A. No form of assent is necessary or is indeed possible, and B can deal with the legal estate as if it was not held upon trust for sale (addition to L.P.A., 1925, s. 36 (2), made by L.P. (Amend.) A., 1926, Sched.). The bank's mortgage should, of course, be vacated, the payment being expressed to be made by B as the survivor of herself and A, the date and place of whose death should be stated.

Will—GIFT OVER OF WHAT IS NOT DISPOSED OF—CONSTRUCTION AND EFFECT.

Q. 2139. A testator, A.B., gave and bequeathed the whole of his estate and effects whatsoever and wheresoever and of what nature and quality soever to his wife, C.D., to hold for her sole use and enjoyment during her lifetime, and he desired that the remainder at her death should be divided between his sons then living. It is apprehended that the expression of such desire does not create a trust in favour of such sons, but that on the true construction of the will (which apparently was drawn by a layman) the whole of the estate passed to C.D. absolutely. If this is not so, it is assumed that vesting takes place on the death of C.D. in the sons or son living at her death, of the whole or moiety of such estate, as the case may be, and that if one of the sons died in the lifetime of C.D. there would be an intestacy in respect of one moiety of such estate which would pass to the issue of the testator.

Q. There are numerous authorities for the proposition that it is not possible to annex to an absolute gift a gift over of what is not disposed of, but if the absolute gift can, upon the true construction of the will, be cut down to a life interest the gift over will be good. In this case the gift to the wife is expressly made for her sole use and enjoyment during her lifetime, and there appears to us to be nothing to indicate that she was to have any power of disposition over the corpus except the use of the word "remainder," from which one might possibly deduce that, as there could only be a remainder if a part of the whole was alienated, the wife was to have power to dispose of the corpus. On the other hand the testator may have used the word "remainder" in the sense of a reversion or a remainder expectant upon the prior life interest. We express the opinion that the wife took a life interest only, but we think that the point can only satisfactorily be settled by an application to the court upon an originating summons. With regard to the latter part of the question, it is agreed that if one of the sons died in his mother's lifetime he would die before attaining a vested interest, but there would be no intestacy unless all the sons so died, for the death of any one son would only enhance the interests of those or that one who attained a vested interest. If no son attained a vested interest then there would be a (partial) intestacy in the estate of A.B. and his estate would be divisible between the personal representatives of the wife and the issue of the testator in accordance with A. of E. Act, 1925, ss. 46 and 47; note also s. 55 (1) (vi) and s. 49. We should perhaps add that we consider the word "desired" equivalent in this case to "willed" and sufficient to constitute a trust.

Executors and Trustees for Sale—PURCHASE BY ONE WITH CONSENT OF BENEFICIARIES.

Q. 2140. A, who died in 1929, by his will appointed his widow B, his son C, and his daughter D, executors and trustees thereof and directed his trustees to sell all his real estate and residuary personal estate, and to stand possessed of the net proceeds, upon trust to invest in trustee securities and to pay the income therefrom to his widow B during widowhood and on her death or remarriage to pay and divide the capital equally between C and D. Part of the real estate consists of a bungalow and poultry farm in the occupation of the son C, and the value of it has been agreed between the executors and the local district valuer at £900, which is undoubtedly the fair market value, and which figure has been accepted by the estate duty office. B, C and D are all *sui juris* and there is no-one other than themselves who takes any vested or contingent interest under the will. B has not remarried. C wishes to purchase the farm at £900, and his mother and sister, B and D, are fully agreeable thereto. No vesting deed or assent upon trust for sale has yet been executed. What form should the conveyance to the son take? The precedent in "Prideaux's," Vol. I, 22nd ed., p. 565, seems inappropriate as this is not strictly a case of a trustee purchasing from a beneficiary, but from his co-trustees. Would the usual assent upon trust for sale followed by a release by B and D in favour of C for the above consideration meet the case, or should the whole three trustees convey to one of themselves, namely C? Should the facts as to the valuation be recited? The conveying parties are in a double capacity, the language as to an "independent valuation" seems hardly applicable, and only C and D can strictly be described as reversioners.

A. There is no objection to trustee purchasing with the consent of the beneficiaries providing full disclosure of all material circumstances is made—the onus being always on the purchaser: *Williams* v. *Scott* [1900] A.C. 499. It seems immaterial whether the vendors convey as personal representatives or whether they first assent to the devise and convey as trustees for sale. If the recitals show the provisions of the will under which the vendors are the only persons beneficially interested, and the valuation, and that all parties are satisfied it is a fair market value, a conveyance by B, C and D to C would not be likely to be objected to by any subsequent purchaser. It would perhaps be well for the deed to recite that the administration had been completed and that the vendors had assented to the vesting of the property in themselves upon the trusts of the will. No separate form of assent is necessary as there is no passing of the legal estate.

Undivided Shares ONE SUBJECT TO PRE-1926 EQUITABLE CHARGE.

Q. 2141. Prior to 1st January, 1926, A and B are seised of freehold property in fee simple as tenants in common, and by virtue of the L.P.A., 1925, they afterwards became joint tenants upon the statutory trusts. A and B entered into a contract to sell the property to C, and the abstract of title discloses (*a*) an indenture of charge in 1924 by A in favour of a bank of his half share in the property to secure his current account; (*b*) an indenture of further charge in 1925 by A in favour of the same bank of his half share to secure his current account; (*c*) a charge in 1909 by A in favour of the same bank of his half share to secure advances to A's firm as a continuing security. It is apprehended that by virtue of the L.P.A., 1925, A and B can give a good title free from

all three charges which affect only the proceeds of sale, and that the charges should not have been abstracted. But as they *have* been abstracted is a purchaser affected by notice and put on his enquiry ?

A. It was correct and essential to abstract the equitable charges. The querists have fallen into error in assuming they do not affect the title. The equitable charges are "incumbrances" within paragraph 1 (2) of Part IV, 1st Sched., L.P.A., 1925 (see definition, s. 205), and if they were still in existence on 1st January, 1926, the legal estate vested in the public trustee under para. 1 (4) and must be divested in accordance with the provisions of sub-clause (iii).

Will—Settlement—Remainder in Undivided Shares—*Re* Bridgett and Hayes Contract.

Q. 2142. A testator died in 1921, having by his will appointed his sons A and B executors thereof, and after a directton to pay debts, the will reads as follows :—"I devise all my real and personal property to my wife C during her life and after her death to be equally divided amongst." A and B proved the will in 1922. C died intestate in 1928 and letters of administration of the estate have been granted to B. A has agreed to buy the real estate (consisting of a freehold house) from the eight named beneficiaries of whom he is one. No assent in writing was made by A and B to C in her lifetime, but she was in full possession of the real estate from 1921 to her death in 1928. All debts have been paid. Can B, as personal representative of C, and presumably in whom the legal estate is vested, convey the property to A, the beneficiaries joining to convey as beneficial owners, or is it necessary for A and B to join in the conveyance as personal representatives of the testator ?

A. We think that under the circumstances assent (verbal or by conduct) to the devise of the testator prior to 1926 may reasonably be assumed (*Wise* v. *Whitburn* [1924] 1 Ch. 460). Upon this assumption on the 1st January, 1926, the legal estate vested in C (L.P.A., 1925, Sched. I, Pt. II, paras. 3 and 6 (*c*)), and is now in her personal representative (*re Bridgett and Hayes Contract*, 71 Sol. J. 910). The suggested mode of assurance is satisfactory in our opinion. Only the beneficiaries other than A need concur ; the stamp will be *ad valorem* on the consideration moving from A to the other seven beneficiaries (that is to say, seven-eighths of the purchase price of the whole house), plus 10s. In our opinion it is unnecessary for A and B to concur as personal representatives of the testator and we think that it would be definitely injudicious for them to concur in that capacity in view of the fiduciary position of A (the purchaser) under the will.

Income Tax—Depreciation of Books.

Q. 2133. A client of mine has recently received a demand for income tax, and he is only liable for a very small sum. He has raised the point that some allowance should be made to him in respect of the depreciation of his books, and I shall be glad if you will inform me if there is any authority to make such an allowance, or whether it is the practice to do so. I am informed it is the practice in certain districts.

A. No allowance can be claimed from income tax assessment in respect of the books of a professional man. This point was covered in *Daphne* v. *Shaw* (43 T.L.R. 45 ; 71 Sol. J. 21).

Reviews.

Cases on International Law. Vol. I. *Peace.* By Pitt Cobbett, M.A., D.C.L. (Oxon.). Fifth Edition. Francis Temple Grey, M.A., Barrister-at-Law. 1931. Demy 8vo. pp. xx and (with Index) 372. London : Sweet & Maxwell, Limited. 17s. 6d. net.

This work provides a valuable collection of cases upon international law, with systematic commentaries. The arrangement of the book is systematic too in dealing with topics and grouping the cases and notes under those topics. Having had occasion ourselves to consider extra-territorial jurisdiction in criminal cases, we turned to that section. It furnishes a useful discussion, and the relevant cases are dealt with, but we cannot help feeling that the "*Lotus*" case has been cut down too much. The claim made by Turkey, copying in this Italy, to jurisdiction over foreigners committing offences against Turkish subjects outside territorial limits, was very fully discussed in the course of the very lengthy judgments in the "*Lotus*" case. This claim will probably lead to trouble and confusion in the future, and the regulation of this question is much more pressing than most people seem prepared to admit.

We have tested the book in other directions and found it answer well. We do however, strongly deprecate the present editor's remark in his preface : "When the day comes, as come it must, when there will be no compulsion on the "national" judge (of the Permanent Court of International Justice) to find his country's thesis right." Quite early in the history of the court the French judge, in the case of the *Tunis and Morocco Nationality Decrees*, found against his own country, and this incident does not stand alone. The same spirit was evidenced in 1928, when Greece and Turkey were satisfied to have an opinion given by a court which contained a national judge of neither State. Both waived the right to have such a judge.

We return to the more grateful task of praise. The book is an excellent one, and should be on the shelves of every student of public international law.

Archbold's Pleading Evidence and Practice in Criminal Cases. By Sir John Jervis, late Lord Justice of the Court of Common Pleas. With the Statutes, Precedents of Indictments, etc. Twenty-eighth Edition, by Robert Ernest Ross, Barrister-at-Law, Principal Clerk in the Court of Criminal Appeal, and T. R. F. Butler, Barrister-at-Law. pp. cxii and (with Index) 1639. London : Sweet and Maxwell Limited ; Stevens & Sons Limited. £2 12s. 6d. net.

It is exactly one hundred years since Sir John Jervis, late Lord Chief Justice of the Court of Common Pleas, edited the fourth edition of "Archbold." Since then this work has become the "Bible" of all practitioners in the higher criminal courts of this country, and there have appeared in the list of its past editors such distinguished names as those of W. N. Welsby, the late Sir Guy Stephenson, and the late Mr. H. D. Roome, whose tragic and untimely death is still fresh in our memories. 1931 brings with it the twenty-eighth edition. A general improvement has been accomplished by the sub-division of long paragraphs, the addition of sub-headings and (most welcome of all to practitioners) the enlargement of the index, and the work has been brought completely up to date with the statutes passed and cases decided since 1927. A topical note is struck by the inclusion of the Trade Disputes Act, 1927, but it is worth remarking that the learned editors have (perhaps wisely) refrained from commenting on its provisions. The most substantial additions have been occasioned by the necessity of incorporating all the numerous new offences created by the Companies Act, 1929, the Road Traffic Act, 1930 and other statutes of importance. The learned editors rightly draw attention to the disapproving comments made by Lord Justice Scrutton in *Hardy & Lane Ltd.* v. *Chilton & Others*, 44 T.L.R. 470, at pp. 474 and 479, on the decision of the Court of Criminal Appeal in *R.* v. *Denyer* [1926] 2 K.B. 258, and the Lord Chief Justice's subsequent retort, sitting in the Court of Criminal Appeal, that "until reversed by the only competent tribunal," the decision in *R.* v. *Denyer* was binding on the Court of Criminal Appeal. It is satisfactory to find a full note on *R.* v. *Pearce*, 21 Cr. App.R. 79, in which it was decided that where several persons are charged together with an

assault committed by one of them, a conviction of all of them can only be sustained by evidence of an agreement to assault if interrupted or to resist apprehension even by violence if necessary. The reader will find a clear statement of the decisions in *R.* v. *Hughes*, 20 Cr.App.R. 4 and of *R.* v. *Tuttle*, 21 Cr. App. R. 85, which deal with important questions as to what are permissible amendments to indictments. The remarkable cases of *R.* v. *Kitching* (*No.* 1), 21 Cr. App. R. 116 and *R.* v. *Kitching* (*No.* 2), 21 Cr. App. R. 144, are also fully dealt with. In the former a conviction for indecent assault was quashed on the ground that the bill of indictment presented to the grand jury had been made out for rape only, although the grand jury had returned the bill indorsed "No true bill for rape, true bill for indecent assault (aggravated)." In the latter case a proper indictment was subsequently presented for indecent assault, and a conviction on that indictment was upheld, the plea of *autrefois acquit* was rejected. In his preface to the first edition of this work in 1822 Archbold concluded with the words: "I have taken infinite pains to simplify my subject; to reject everything redundant or irrelevant; to compress the whole into the smallest possible compass consistent with perspicuity; and to clothe it in language plain, simple, and unadorned. In fact, my sole object has been to make this a practically useful book; I neither anticipate nor desire for it a higher commendation." The author's hopes have been fulfilled by time in no small measure, and the original object contemplated has been steadfastly borne in mind by successive editors. Modern practitioners may still find in Archbold any point on criminal law dealt with in a neat and workmanlike manner.

Salmond on Jurisprudence. Eighth Edition. By C. A. W. Manning, M.A., B.C.L., Barrister-at-Law, late Fellow, Tutor and Lecturer in Law of New College, Oxford, Cassel Professor of International Relations in the University of London. pp. xviii and (with Appendices and Index) 580. London: Sweet and Maxwell, Limited. 20s. net.

Jurisprudence, as treated in this well-known work, is the science of civil law in general and of the first principles of the civil law, and it is not possible to draw any hard line of logical division between those principles and the remaining portions of the law. It is a subject, indeed, for which there seem to be no universally accepted criteria of orthodoxy, and the editor points out that should the author's central thesis have ceased to find favour, the editor, if he carries big enough guns, may use it as a target for some constructive shooting of his own. In the present instance, however, but little departure has been made from the contents and arrangement of the last edition, the editor having wisely judged that his work "though delicate in detail, should be slight in total result." Such small changes as have been made have been dictated by the editor's wide experience of the needs of the average student. Dealing with the authority of precedents, it is said that "we must attribute this feature of English law to the peculiarly powerful and authoritative position which has been at all times occupied by English judges." In England the bench has always given law to the bar: in Rome it was the other way round. A useful suggestion is made by the editor that the student should fairly often ask himself what he is discussing — the legal theory of modern England, or that of ancient Rome, or a point of general or of universal jurisprudence? Or whether he is afloat upon the wide waters of the extra-legal, and if so, in whose company, that of the legislator, or of the moral philosopher, or the political scientist, or of the mere politician? The answers to those questions, he says, ought, when asked, as a rule to be perfectly plain, and of an importance to justify their asking. No better advice can be given to the student who seeks the answers to such questions than to peruse this new edition which maintains the excellence and the essential doctrine of the earlier editions of a work which has proved such a worthy favourite in the past.

Notes of Cases.

Court of Appeal.

In re Cockell: Jackson *v.* Attorney-General.

Lord Hanworth, M.R.; Lawrence and Romer, L.JJ.
10th December, 1930.

Will — Executors and Administrator — Right of Retainer — Insolvent Estate — Executors' Right to retain against Crown Debt — Administration of Estates Act, 1925 (15 Geo. 5, c. 23), ss. 34, 57—1st Sched., Pt. I.

Appeal from a decision of Clauson, J.

Mrs. Emily Jackson, as the sole executrix and universal legatee under the will, dated 5th June, 1919, of Mr. Norman Cockell, asked by originating summons to have it determined whether her right of retainer for debts owing to her by the testator might be exercised in priority to a Crown preferential claim for property or income tax under s. 33 (1) (*a*) of the Bankruptcy Act, 1914, and s. 34 of the Administration of Estates Act, 1925, and the 1st Sched. to that Act. The testator died on 19th June, 1929, the value of his estate being about £1,000. There were, however, debts far larger than the amount of his estate. The plaintiff had a claim against the estate for £1,000. The Crown had a claim to be a preferential creditor for a sum in respect of income tax and super-tax. Clauson, J., gave judgment for the plaintiff. The Crown appealed. The court, Romer, L.J., dissenting, dismissed the appeal.

Lord Hanworth, M.R., said that consideration of the authorities made it clear that the executor could dip into the assets to meet his own debt, only subject to his not being able to retain against a debt of higher degree. Bearing in mind that privilege, and the priority of certain debts, among them that of the Crown for assessed taxes, it was necessary to consider s. 34 of the Administration of Estates Act, 1925, with its two sub-sections. It had been said that they could not be read separately, and that they were conflicting; that sub-s. (2) was to be read as subservient to (1). He could not agree. By s. 57 of the Act the Crown was bound by the Act. Its common law prerogative could not be claimed. Sub-section (2) of s. 34 was effective in its plain terms to apply the rules of bankruptcy, which were applicable to all insolvent estates, whether administered by the court or not. Sub-section (2) made certain alterations, but it did not expressly diminish the right which the authorities had, sometimes reluctantly, admitted and preserved. It might have made a provision in favour of the Crown, but it had not done so, and there seemed no reason for saying that it had done so impliedly.

Lawrence, L.J., concurred.

Romer, L.J., thought that the provision in s. 34, sub-s. (1), of the Administration of Estates Act, 1925, applied, and the Crown had a preferential claim, as in bankruptcy.

Counsel: *J. H. Stamp* for the Attorney-General; *F. Morton*, K.C., and *Norman Daynes* for the respondent.

Solicitors: *Solicitor of Inland Revenue; Keene, Marsland, Bryden & Besant.*

[Reported by G. T. Whitfield-Hayes, Esq., Barrister-at-Law.]

In re Nicholson & Sons' Application.
In re Bass, Ratcliffe & Gretton's Trade Mark.

Lord Hanworth, M.R., Lawrence and Romer, L.JJ.
18th, 19th, 20th and 21st November, 2nd, 3rd, 4th and 5th December, 1930, and 23rd January, 1931.

Trade Mark — Registration — Risk of Confusion with other Marks — "Old Mark" — Brewers' Triangle Marks — User — Intention — Trade Marks Act, 1905, 5 Edw. 7, c. 15, ss. 9, 11, 19.

The appellants, Nicholson & Co., who were brewers, had for many years, and continuously since August, 1875, placed

as a mark on their beer barrels a broken triangle with the letter "N" inside it, and they applied to register it as a trade mark. Subsequently, at the suggestion of the Assistant Comptroller, they applied to add the word "Nicholson" below. The respondents, Bass & Co., the well-known brewers, opposed the application, as likely to lead to confusion with their own mark, the red triangle, and so as "calculated to deceive," within the meaning of s. 11 of the Trade Marks Act, 1905. The Assistant Comptroller allowed the application, but Farwell, J. (47 R.P.C. 366) reversed his decision and upheld Bass & Co.'s objection. Nicholson & Co. appealed.

THE COURT by a majority allowed the appeal.

LAWRENCE and ROMER, L.J., found on the evidence that Nicholson & Co.'s mark had been placed on the barrels continuously since prior to 13th August, 1875, not as a mere cellar mark, but as a mark indicating the quality and origin of the goods. Therefore, by the provisions of s. 19 of the Trade Marks Act, 1905, it was entitled to registration as an "old mark," notwithstanding its similarity with Bass's mark. They also held (1) That s. 11 of the Act was not an overriding section, therefore, its prohibition of marks "calculated to deceive" did not exclude the right to register "old marks" given by s. 19, nor did it limit the registration of "old marks" to those within the scope of the proviso to s. 9. (2) That in proving user of a mark, it was not necessary to show that the mark had been recognised as such by the public; it was only necessary to show that it had been placed on the goods. The view of Lord Esher in *Richards* v. *Butler* [1891] 2 Ch. 522, that to prove user it was essential to show that the public had recognised the mark, could not be followed. Romer, L.J., thought that user from a given date could be proved even if the owner of the goods had placed the mark upon them without the intention that it should be a trade mark. (3) That the addition of the word "Nicholson" was immaterial; for though the user of part of a mark since prior to 1875 did not entitle to registration as an "old mark," yet if the mark used since then were complete in itself, the mere addition of a word to prevent confusion did not matter.

Lord HANWORTH, M.R., dissenting, thought that the evidence did not show user since 1875.

COUNSEL: *Kerley*, K.C., and *R. E. Burrell*, for appellants; *Trevor Watson*, K.C., and *Kenneth Swan*, for respondents.

SOLICITORS: *Stephenson, Harwood & Tatham; McKenna and Co.*

[Reported by G. T. WHITFIELD-HAYES, Esq., Barrister-at-Law.]

Harrods *v.* Lemon.

Lord Hanworth, M.R.; Lawrence and Romer, L.JJ.
2nd and 3rd February.

PRINCIPAL AND AGENT—TWO BUSINESS DEPARTMENTS OF SAME COMPANY—ONE ACTING FOR VENDOR, THE OTHER FOR PURCHASER—ONE LEGAL ENTITY—CONFLICT OF INTERESTS—BREACH OF AGENTS' DUTIES—PRINCIPAL'S REMEDIES.

Appeal from a decision of Avory, J.

The plaintiffs claimed commission on the sale of the defendant's house. They were employed by her as estate agents, and introduced a Mrs. Campbell who was willing to buy the house for £7,500 "Subject to contract and surveyor's report." Mrs. Campbell went to the plaintiffs' building department and asked the manager of that department to have the drains inspected, which he did, and the report was so unfavourable that ultimately the defendant had to accept the reduced price of £7,377 10s. The plaintiffs' building department was quite unaware that their estate agency department was acting for the vendor. The defendant's solicitors wrote to the plaintiffs' solicitors complaining of the action of the building department, and the solicitors for the plaintiffs wrote back, on 17th July, 1929, suggesting that the defendant should obtain a separate report of the condition of the drains, which suggestion was not accepted by the defendant. Avory, J., held that the plaintiffs' estate agency and building departments were not two separate entities, as they contended, but in law one *persona*. The plaintiffs had committed a breach of duty in acting against their principal's interest in the matter of the adverse report on the drains (*Keppel* v. *Wheeler and Another*, 96 L.J., K.B. 433; [1927] 1 K.B. 577), but the defendant had suffered no loss, for there would have been an inspection of the drains in any event, and the defendant, with full knowledge of the plaintiffs' breach of duty, had gone on with the sale and accepted the reduced price. He therefore gave judgment for the plaintiffs. The defendant appealed.

THE COURT dismissed the appeal. Lord Hanworth, M.R., said he did not wish to derogate in the slightest from what had been said in *Keppel* v. *Wheeler* and other cases, as to the duty of an agent to act in every way in the interests of his principal. But the appellant had not exercised her rights when she heard of the respondents' breach of duty. She might have thrown up the contract; she might have taken the matter out of the respondents' hands; she might have accepted the offer to get the report of an independent surveyor. She was not entitled to accept the situation, go on with the respondents' purchaser to completion, and then repudiate commission.

Lord Justice LAWRENCE agreed and Lord Justice ROMER gave judgment to the same effect.

COUNSEL: *Linton Thorp* for appellant; *Du Parcq*, K.C., and *Henn Collins* for respondents.

SOLICITORS: *Edward Betteley, Smith* and *Stirling; McKenna and Co.*

[Reported by G. T. WHITFIELD-HAYES, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Rex *v.* Editor, Printers, and Publishers of the "Daily Herald"; *Ex parte* Rouse.

Lord Hewart, C.J., Avory and MacKinnon, JJ. 20th January.

CONTEMPT OF COURT—NEWSPAPER POSTER—CALCULATED TO PREJUDICE MURDER TRIAL.

The rule *nisi* for attachment granted on the 13th January at the instance of Alfred Arthur Rouse against Daily Herald (1929), Ltd., the publishers, Odhams Press, Ltd., the printers, and the editor of the *Daily Herald*, was made absolute. The respondents had published a poster on 8th January, 1931, containing the words "Another Blazing Car Murder," when, at that time, Rouse stood committed for trial on a charge of murdering an unknown man in a motor car which was found burnt out. The poster in fact related to another case in which it was alleged that a young woman was murdered in a blazing motor car. The respondents tendered full and complete apologies to the court.

Lord HEWART, C.J., said that the object of the rule was to prevent any prejudice arising to the fair trial of Alfred Arthur Rouse on a charge of murder by the poster words "another murder," which might well seem to suggest that the case on which Rouse was to be tried was a case of murder. That was the very issue which the jury would have to try. The phrase "contempt of court" was widely misunderstood. In the words of Lord Russell of Killowen in *Reg.* v. *Payne*, 40 SOL. J. 416; [1896] 1 Q.B., at p. 580: "The applicant must show that something has been published which either is clearly intended, or at least is calculated, to prejudice a trial which is pending." There was no doubt that the present poster fell within the definition of contempt. The rule should be made absolute, but it would suffice that the respondents should pay the costs of the proceedings.

COUNSEL: *Norman Birkett*, K.C., and *St. John Field* showed cause for the respondents; *D. L. Finnemore* supported the rule.

SOLICITORS: *Bull & Bull; Samuel Price, Sons and Robertson*, for *G. B. Lee-Roberts*, Northampton.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Winkworth *v.* Raven.

Swift and Macnaghten, JJ. 23rd January.

INNKEEPER—GARAGE ACCOMMODATION—GUEST'S MOTOR-CAR—WATER FROZEN IN RADIATOR—DAMAGE—LIABILITY OF INNKEEPER.

This was an appeal by R. O. Raven, the proprietor of the Grand Hotel, Northampton, against a decision of Judge Drucquer, at Northampton County Court, in an action brought against him by H. D. Winkworth.

The plaintiff's case was that in February, 1929, he stayed at the hotel, placing his motor-car in the garage. Owing, he alleged, to the defendant's failure to take precautions to guard against frost, the water in the car became frozen, with the result that the engine was damaged, and he claimed £46 damages for negligence. The defendant denied that he had been guilty of negligence, and said that the damage to the car was caused by an act of God in the freezing of the water, or, alternatively, by the contributory negligence of the plaintiff in failing to empty the water, to instal a radiator lamp, or to take some other steps to prevent the water becoming frozen when he knew that the weather was abnormally cold, and that the garage could only be enclosed on three sides, and his car faced the open side. The county court judge held that the defendant proprietor was liable, and gave judgment against him for the agreed sum of £34. The defendant now appealed.

SWIFT, J., said that an innkeeper was commonly said to be an insurer of the goods of the guest brought to his inn against loss by theft. But an innkeeper was not an insurer of the person of his guest, nor of the latter's goods generally; he was only responsible in case of injury to the guest or his goods if negligence on the part of the innkeeper was proved: *Maclenan* v. *Segar* [1917] 2 K.B. 325. He could find no case in which an innkeeper had been held liable for injury to goods unless default on the part of the innkeeper had been proved. What duty did an innkeeper owe to the guest who brought to his inn and garaged there a motor-car? It was suggested in the present case that he owed a duty to provide a place in which the guest could put his car so built or so equipped with heating apparatus that the car would not be damaged by frost. That seemed to be putting the duty much too high. An innkeeper was only bound to supply such accommodation for his guest and his goods as he in fact possessed: *Fell* v. *Knight*, 8 M. & W. 269; *Browne* v. *Brandt* [1902] 1 K.B. 696; 46 SOL. J. 339. He undertook that the accommodation which he offered was reasonably fit for the purpose, but he did not warrant that it was the best that could be devised, nor did he promise that such accommodation should protect the guest or his goods from every form of danger. In the present circumstances if frost was to be anticipated it was the plaintiff's business to let water out: he did not do so and damage resulted. He, his lordship, could not see that the innkeeper had failed in any duty he owed to his guest. Appeal allowed.

MACNAGHTEN, J., also allowed the appeal.

COUNSEL: *H. H. Joy*, K.C., and *R. C. Vaughan*, for the appellant; *Laurence Vine*, for the respondent.

SOLICITORS: *Stanley, Hedderwick & Anderson; Amery-Parkes & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Cyril Andrade, Ltd. *v.* Sotheby & Co.

Rowlatt, J. 28th January.

CONTRACT—AUCTION SALE—SUIT OF ARMOUR—CONDITIONS OF SALE—STIPULATED DEPOSIT—NONE TAKEN—ALLEGED BREACH OF CONTRACT.

In this action Cyril Andrade, Limited, art dealers, claimed from Sotheby & Co., auctioneers, damages for alleged breach of contract to procure the buyer of a suit of armour to pay down 10s. in the pound on the purchase price of £5,000, and damages for alleged wrongful detention of the armour. The sale did not materialise. The defendants denied the alleged breach of contract or that they had wrongfully detained the armour, which had been returned to the plaintiffs on the 7th November, 1929. The suit of armour in question came from a castle in the Austrian Tyrol and was bought by the plaintiff in 1926 from an Austrian count. In May, 1929, the plaintiffs sent the armour to the defendants to be sold by auction. One of the conditions of sale was that the buyer should pay down 10s. in the £ or more if required in part payment of the purchase money, in default of which the lot might be put up again and resold. The auction was held on the 20th June, 1929, and the armour was knocked down to one Bartel for £5,000. No deposit was taken from Bartel as it was understood that he was acting for an American millionaire, William Randolph Hearst, on whose behalf he had previously bought goods. Hearst, however, repudiated Bartel's authority to bid for him at the sale, and when Bartel was asked to take the armour he expressed his inability to pay for it. The plaintiffs submitted that the defendants should have insisted on the payment by Bartel of the deposit of 10s. in the £ on the price of £5,000, and they claimed that amount—£2,500.

ROWLATT, J., said that the duty of the auctioneer was to go and sell, using the conditions which had been issued for the protection of his client with all due skill and care. It did not follow that due skill and care called on every occasion for the vigorous enforcement of the conditions of sale. In the present case one Bartel, who was known to have acted previously for an American millionaire, bid and the armour was knocked down to him. He was not asked for a deposit. The plaintiffs now complained that the deposit was not insisted on. Auctioneers always exercised their judgment whether they asked for a deposit, and in the present case the defendants did not ask for a deposit from anybody. It was clear that if Bartel had been asked to pay the £2,500 deposit he would have said that he had not got the money, and then the auctioneers might have put up the armour again. If they had it was clear from the evidence that they would not have sold it, and the position would have been the same as it now was. There were no damages and he saw no breach of duty. Judgment for the defendants, with costs.

COUNSEL: *Rayner Goddard*, K.C., and *C. Willoughby Williams*, for the plaintiffs; *A. T. Miller*, K.C., and *T. F. Davis*, for the defendants.

SOLICITORS: *Cutler, Allingham & Ford; Bulcraig & Davis.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Rex *v.* Judge; *Ex parte* Justices of the Isle of Ely.

Lord Hewart, C.J., Avory and Macnaghten, JJ.

3rd February.

CONTEMPT OF COURT—WITNESS SUBPŒNAED TO GIVE EVIDENCE BEFORE QUARTER SESSIONS—SUBPŒNA DISOBEYED—CONTEMPT BY DISOBEDIENCE TO PROCESS.

On the lodging of an appeal by one Marjorie Saunders, to the Isle of Ely Quarter Sessions, from a refusal by justices to make an affiliation order, a subpœna was issued and served on William Judge on the 7th October, 1930, requiring him to attend and give evidence in the appeal. On the 8th October Judge failed to attend on his subpœna, and the appeal of Saunders was dismissed on the ground that there was no corroboration of her complaint. It was alleged that the evidence to be given by Judge would have supplied the required corroboration. The justices then resolved: "That the clerk of the peace do take such steps as are necessary to bring the contumacious witness, William Judge, to account for his contempt in disobeying the said subpœna." A rule was accordingly applied for and granted on the 5th December,

calling on Judge to show cause why a writ of attachment should not issue against him for his alleged contempt in refusing to obey the subpœna.

Lord HEWART, C.J., in discharging the rule, said that the case raised the interesting question whether the doctrine laid down in *Rex* v. *Brownell*, 1 Ad. and E., 598, was still law. He had come to the conclusion that it was. In the judgments of Denman, C.J., and Littledale, J., there was no ambiguity, while Taunton, J., put the matter as follows: "Disobedience to a Crown Office subpœna is a manifest contempt of the authority of this court; disobedience to a subpœna from quarter sessions is not. I am of opinion that we cannot interfere." There was a distinction between contempt by disobedience to process and contempt by prejudicing a fair trial, and he was not satisfied that they ought to extend the powers of the court in the latter class of case to the former. With regard to alternative remedies, he had little doubt that quarter sessions had power to fine a recalcitrant witness, or that the witness might be tried on indictment; if, however, a subpœna were issued from the Crown Office these questions could not arise. The rule would be discharged.

AVORY, J., gave judgment to the same effect.

MACNAGHTEN, J., concurred.

COUNSEL: *R. J. Sutcliffe* showed cause; *S. R. Bosanquet*, K.C., and *Linton Thorp* supported the rule.

SOLICITORS: *Smiles & Co.* for *Mossop & Mossop*, Holbeach, Lincs; *Withers & Co.* for *Metcalfe, Copeman & Pettefar*, Wisbech.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Court of Criminal Appeal.

Rex *v.* Bassey.

Swift, Hawke and Macnaghten, JJ. 19th January.

CRIMINAL LAW—FORGERY—UNIVERSITY DEGREE CERTIFICATE—STUDENT OF INN OF COURT—PUBLIC MISCHIEF—INTENT TO DEFRAUD.

This was an appeal by Ekpenyon Ita Hogan Bassey, a Nigerian, against a conviction at the Central Criminal Court on the 17th November, 1930, on an indictment charging him with (*a*) conspiring with a person unknown to do an act tending to the public mischief—namely, to secure his own admission as a student of the Honourable Society of the Inner Temple by putting forward certain forged and false documents; and (*b*) uttering forged documents with intent to defraud.

After the appellant had unsuccessfully sought for special admission to the Inner Temple in June, 1927, some man, on the 1st February, 1928, produced at the Treasury of the Inn a form of application for admission, on the back of which was a certificate purporting to be signed by one James Denton, principal of a college in Sierra Leone, affiliated with Durham University, saying that the applicant was a fit and proper person for admission as a student. There was also produced what purported to be a certificate that the appellant had passed the final examination for the B.A. degree of Durham University and other supposed testimonials to character. On the faith of those documents the appellant was admitted as a student. In 1930, however, inquiries were made and he was interviewed. It turned out that all the certificates were forgeries. He was sentenced to fourteen months' imprisonment.

SWIFT, J., said that there was ample evidence for the jury to consider. Some of the forged documents were in the handwriting of the appellant, who was the person receiving the benefit of the transaction. It had been argued that it was not an "act tending to the public mischief," but he did not think that that argument could stand for one moment. It was also argued that as the Benchers of the Inn had lost no money by the appellant's act, there was no evidence of an intent to defraud, but at most of an intent to deceive. The difference between intent to deceive and intent to defraud was referred to in *In re London and Globe Finance Corporation, Ltd.* [1903] 1 Ch. 728. In the present case they were of opinion that there was evidence on which the jury might say that the appellant intended to defraud.

COUNSEL: *S. T. T. James* appeared for the appellant: *Eustace Fulton* for the Crown.

SOLICITORS: *F. G. Huggett*; *Director of Public Prosecutions.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Rex *v.* Lorang.

Lord Hewart, C.J., Avory and Macnaghten, JJ. 3rd February.

CRIMINAL LAW—COMPANY DIRECTOR—FRAUDULENT CONVERSION OF COMPANY MONEY—ALLEGED LOAN BY COMPANY TO PURCHASE COMPANY'S SHARES—ILLEGAL—FALSE STATUTORY REPORT.

This was the appeal against conviction by Francis Lorang, who was convicted at the Central Criminal Court and sentenced to seven years' penal servitude for fraudulently applying to his own use large sums of money belonging to Blue Bird Petrol, Ltd., Blue Bird Oil Importers, Ltd., Blue Bird Petrol (Foreign), Ltd., and Blue Bird Holdings, Ltd., of which companies he was a director, and for publishing a false statutory report of the Blue Bird Petrol, Ltd. It was alleged, *inter alia*, that the companies' money was paid into Lorang's private account to enable him to purchase the companies' own shares in order to support the market in them, and that he did not convert it to his own use.

Lord HEWART, C.J., giving the judgment of the court, said that in the opinion of the court, when the summing up of Swift, J., was read as a whole, it was not in any sense unfair to Lorang. The argument for the appellant was based on the assumption that the money had been handed to Lorang by the companies to buy shares in the companies, and that there was no element of illegality in what the appellant had done. The prosecution alleged that the companies never advanced the money to Lorang at all, but that he took it and converted it to his own use. There was ample evidence that Lorang took the money and never repaid it, and there was no ground on which the conviction could be quashed. There was also no reason to interfere with the sentence. Appeal dismissed.

COUNSEL: *J. P. Eddy* and *C. G. Armstrong Cowan* for the appellant; *Eustace Fulton* for the Crown.

SOLICITORS: *James R. White & Co.*; *Director of Public Prosecutions.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

The Law Society.

SPECIAL GENERAL MEETING.

A special general meeting of The Law Society was held on the 30th January, the chair being occupied by Sir Roger Gregory, the President.

The President began his address by referring to the great loss sustained by the profession in the death of their old friend, Sir William Bull. Without enlarging on his qualities, he thought he could be summed up by the remark: "He was a very fine gentleman."

He then referred to the absence of Mr. E. R. Cook, the Secretary, whom they hoped would return completely restored to health from a prolonged holiday in the West Indies. Mr. Cook had accompanied them on their visit to Canada and the United States last year, where they had been received with overwhelming hospitality and kindness, and had all had a strenuous but most delightful time.

The two Solicitors' Bills which are now before the House of Commons were, the President said, of paramount interest, and although they were propounded with the same object they sought to attain that object along different lines. They were both promoted by members of the solicitors' profession to make frauds in that profession less common and yet easier to detect, to prevent them so far as possible, and to make the punishment of the wrongdoer more certain. The Bill framed by the Council proposed that every practising solicitor should be a member of the Society, and that the Society should be

authorised by Parliament to make rules for their conduct. He could not say precisely what those rules would be, but one advantage was that, subject to the consent of the Master of the Rolls, they could be altered and modified according to circumstances. They would not be harsh, but he hoped they would be effective in making the path of the wrongdoer more difficult. Solicitors would have to keep proper accounts so that their clients' money and their own could be distinguished at any moment, and in some cases an inspector would be sent to look at a solicitor's accounts and to report to the Council. A Discipline Committee would see that members complied with these rules, and, where necessary, would insist upon an alteration of the method of keeping the accounts.

The other Bill, framed by Sir John Withers, proposed a compulsory audit of a solicitor's accounts by a chartered accountant, and he did not see that this could be of any real good. The audit would not only have to be of the solicitor's financial accounts, but of his deeds and his strong-room as well. This would involve a burden upon the profession and a quite unreasonable expense; not that he thought the question of expense would hinder them, as he believed that every decent man in the profession would spare no expense or trouble to prevent scandals occurring and to give his clients a sense of security. It had now been arranged that both these Bills should be referred to a Joint Committee of both Houses of Parliament, and he hoped that the inquiry would result in the best being extracted from both Bills. The avenue of insurance had been considered, but it had many obstacles and difficulties, and on this and all other moot points they were prepared to give the Committee all the information possible. Another proposal in the Council's Bill was an "alleviation fund" which would help the victims of those smaller cases, thus maintaining the honour of the profession in the eyes of the public, and he thought it was good business that they should be able to face the world at large.

Dealing with the subject of education, he said that the Education Committee had put forward a report which, amongst other things, suggested that an articled clerk should have an opportunity of a year's education at a law school before he actually entered into his articles. The whole subject was under serious consideration, for it must be borne in mind that there were some instances where the articled clerk, either before or during his articles, had very little real opportunity of learning the more scientific portion of the law. He hoped that at some time the Council would put forward a suitable scheme.

It must be a great satisfaction, he said, to his friend, Mr. Drake, to see how his original suggestion of a pension fund for the clerks of the profession was working out. The suggestion had met with a ready response, and, although the scheme had not yet been going for a year, there were already sufficient members to ensure its being a success. It was a great thing for the masters and the clerks to know what they were going to give and to get respectively in their old age, and the profession should be deeply grateful to Mr. Drake for the great trouble he had taken in the matter.

The cost of litigation was another perennial subject of discussion, and he said that the Lord Chancellor, after receiving a deputation of the London Chamber of Commerce, had asked the Council to prepare a memorandum of their views. A memorandum was prepared and submitted, suggesting that the summons for directions might be developed, in that a preliminary hearing might be taken before the judge, who would indicate what amount of correspondence and what sort of witnesses he wanted. Everything cannot be got on the cheap basis, but this should materially reduce the general costs of the trial of an action. A very small proportion of the costs of litigation represented the remuneration of the solicitor, as they had found that something like 70 per cent. consisted of payments to stationers, expert witnesses, the court fees and the counsel's fees. They had to bear the burden, however, although it was really very unjust.

Sir Roger then announced that the Law Society of Kent had very kindly invited them to hold their annual country meeting at Folkestone, which, he said, was a delightful place, and he hoped that there would be a good attendance.

Speaking of the new method of producing photostatic copies of wills, he said that he resented very bitterly that an alteration of that kind should have been carried out without one word of consultation with the profession. They had received an intimation about the middle of December, not through any official channel, that the Registrar, in consultation with the Treasury, had decided to alter entirely the practice with regard to the probate of wills, and to produce what he called a photostatic copy. They had seen some of these copies, he said, but he wasn't going to discuss whether it was convenient to have a large brief sheet reduced to a little document, and to have a document in the form of a photostatic copy. They had written to the Registrar protesting against this alteration being carried out without consulting the profession, and had had a reply that he considered it to be for the benefit of the public and of the Treasury that this new method should be instituted. This was entirely beside the mark, said Sir Roger, and he challenged anybody, however bitter or disgruntled, to cite any instance when the profession as a whole had stood in the way of anything which might really be for the benefit of the public. On the contrary, the authorities had often sought their assistance in important committees and other matters, and, he believed, the authorities whose opinion really mattered most would say that they had always received the best value in experience and thought from the Council and the profession.

Mr. C. L. Nordon suggested that there was a certain amount of unreality surrounding the two Bills, as he himself had never come across that *rara avis* a defaulting solicitor. He suggested that the Council should require every solicitor to have a certificate, countersigned by a chartered accountant, to the effect that his accounts were kept in such a form that his own money could easily be distinguished from that of his clients.

Mr. Wood Roberts said he did not like the idea of making solicitors subservient to chartered accountants, as he thought that a certificate from the Society would be sufficient.

Mr. M. C. Batten suggested that a large proportion of the defaulters were solicitors who worked at very low fees for people who were not too particular regarding the class of business they undertook.

Mr. W. S. Young thought that if the fees proposed to be paid to chartered accountants were diverted to an indemnity fund, they would be almost large enough to form the fund itself. He did not think a chartered accountant's certificate would be any real protection against fraud.

Mr. Geoffrey Griffiths suggested that the present contribution to the Government should be divided into three, namely, the payment to the Government, the contribution to the Society, and the subscription to the fund, so that the subscription to the fund for the benefit of clients who had lost their money through defaulting solicitors should not be included. He thought that this would save any further demand on the pockets of the solicitors.

The President thanked the speakers for their suggestions, and then read a copy of the last letter he had written to the Registrar concerning the Council's feelings on the photostat matter.

The proceedings terminated with a vote of thanks to the President.

Societies.

Solicitors' Clerks' Pension Fund.

The first annual meeting of the fund was held at The Law Society's Hall, Chancery Lane, London, on Thursday, 5th February, 1931, when Sir Roger Gregory, LL.D., President of The Law Society, and Chairman of the Committee of Management of the fund, presided.

This fund has been established in response to a demand for a pension fund for solicitors' clerks similar to those now available in other professions and in some of the larger industrial undertakings, for the purpose of providing pensions on retirement.

Many schemes were considered by employers and representatives of the clerks' societies in order to evolve a fund in the form most suited to the needs of the legal profession and on the 20th June, 1930, the fund was registered and launched.

The Law Society gave great assistance to the promoters in the preliminary stages and consented to act as trustee of the fund, which is controlled by a committee of management consisting of five employers and five clerks.

The sole object of the fund is the provision of pensions on retirement, and the annual contributions are paid in equal proportions by the employer and the clerk.

Membership of the fund is open to the male clerks of all solicitors in England and Wales, whether the solicitors are members of The Law Society or not. The fund is voluntary and contributory; it enables the clerk to provide for his old age and to obtain a pension as a matter of contract. It enables the employer to discharge upon equitable and definite terms what is recognised by most employers as a moral obligation to those upon whom the success of their practices is so largely dependent. Above all, it promotes *esprit de corps* between employer and clerk and is a genuine improvement in the status of the clerk.

The fund is actuarially sound, and as the income from its investments is free from income tax, it provides the largest benefit which can be secured from the contribution paid

without any element of uncertainty or dependency upon benevolent contributions or additions.

Once a member has reached the pensionable age his pension is payable for a term of three years certain, whether the member survives the period of three years or not. If he survives the term of three years the pension is payable for the remainder of his life. If he dies before becoming entitled to a pension, his representatives become entitled to the whole of the contributions made by or in respect of him with compound interest at 3 per cent., less small sums deducted annually for management expenses.

Provision is made for the payment when required of lump sums to reduce the contributions for a particular member to a sum which would have been payable had he been admitted at an earlier age. If a member desires to continue in employment after he has reached the pensionable age of sixty-five, he can do so and will on his actual retirement receive a larger pension without making any further contributions. A member, on reaching the pensionable age, can also arrange for a smaller pension payable during the lives of himself and his wife and the survivor.

Notwithstanding the fact that the fund had at the 31st December, 1930, only been in existence for six months, which included the long vacation, £6,779 4s. 3d. was received in contributions and lump sum payments. Since that date a further £1,703 16s. 4d. has been received.

The advantages of the fund both to solicitors and their clerks are so obvious that it only requires to be generally known to receive the support of all solicitors and of their clerks. The office of the fund is at 2, Stone Buildings, Lincoln's Inn, London, W.C.2, and the Secretary, Mr. Morris W. Reed, F.C.I.S., will be pleased to answer inquiries and to supply literature to persons interested in the fund.

The Medico-Legal Society.

President: LORD RIDDELL.

An ordinary meeting of the Society will be held at 11, Chandos-street, Cavendish-square, London, W.1, on Thursday, the 26th February next, at 8.30 p.m., when a paper will be read by Robert Churchill, Esq., on: "The Forensic Examination of Firearms and Projectiles," which will be followed by a discussion.

Members may introduce guests to the meeting on production of the member's private card.

The Hon. Secretaries will be glad to hear from members or their friends who may be willing to read papers before the Society.

ERNEST GODDARD.
BERNARD H. SPILSBURY.
Hon. Secs.

Law Association.

The usual monthly meeting of the board of directors was held at The Law Society's Hall, on Thursday, the 29th January, Mr. C. D. Medley in the chair. The other directors present were: Mr. J. D. Arthur, Mr. E. B. V. Christian, Mr. Douglas T. Garrett, Mr. G. D. Hugh-Jones, Mr. P. E. Marshall, Mr. J. E. W. Rider, Mr. John Venning and the Secretary, Mr. E. E. Barron. A sum of £170 was voted in relief of deserving applicants, twenty-four new members were elected and other general business was transacted.

Law Students' Debating Society.

At a meeting of the Society, held at The Law Society's Hall, on Tuesday, the 3rd February (Chairman, Mr. J. C. Christian-Edwards) the subject for debate was: "That the case of *Gotliffe* v. *Edelston* [1930] 2 K.B. 378; 143 L.T.R. 595, was wrongly decided."

Mr. J. H. G. Buller opened in the affirmative; Mr. W. L. F. Archer opened in the negative. Mr. M. Slowe seconded in the affirmative; Mr. W. G. Bretherton seconded in the negative. The following members also spoke: Messrs. M. Barry O'Brien, N. F. Burge, C. F. S. Spurrell, C. D. Griffiths.

The opener having replied, and the Chairman having summed up, the motion was lost by three votes. There were seventeen members and six visitors present.

Gray's Inn.

Thursday, the 22nd January, being the Grand Day of Hilary Term at Gray's Inn, the Treasurer (Sir Cecil Walsh, K.C.) and the Masters of the Bench entertained at dinner the following guests: The Right Rev. The Lord Bishop of Chichester, The Right Hon. Sir Austen Chamberlain, K.G., M.P., The Hon. Mr. Justice Clauson, C.B.E., The Hon. Mr. Justice Hawke, The Hon. Mr. Justice Charles, The Treasurer of the Honourable Society of the Middle Temple (His Honour Judge Sir Alfred Tobin, K.C.), Admiral Sir Reginald Tyrwhitt, Bart., G.C.B., D.S.O., R.N., Sir Harcourt Butler, G.C.S.I., G.C.I.E., General Sir Hubert Gough, G.C.M.G., K.C.B., K.C.V.O., Sir Alan Cobham, K.B.E., A.F.C., Sir Owen Seaman, Sir Harold Morris, K.C., Mr. Edward Tindal Atkinson, C.B.E.

The Benchers present in addition to the Treasurer were: The Right Hon. Sir Dunbar Plunket Barton, Bart., K.C., Mr. Herbert F. Manisty, K.C., The Right Hon. Lord Atkin, Sir Montagu Sharpe, K.C., Sir Alexander Wood Renton, G.C.M.G., K.C., Mr. W. Clarke Hall, Mr. R. E. Dummett, The Right Hon. Lord Thankerton, The Right Hon. Lord Greenwood, K.C., Mr. Bernard Campion, K.C., Mr. J. W. Ross-Brown, K.C., Mr. James Whitehead, K.C., Mr. Frederick Hinde, Mr. R. Storry Deans, Mr. A. Andrewes Uthwatt, Mr. Malcolm Hilbery, K.C., Mr. Noel Middleton, Mr. N. L. C. Macaskie, K.C., Mr. Harold Derbyshire, M.C., K.C., with the Preacher (The Rev. Canon W. R. Matthews, D.D.) and the Under-Treasurer (Mr. D. W. Douthwaite).

Legal Notes and News.

Honours and Appointments.

Mr. HENRY D. MYER has been appointed a Commissioner of the Supreme Court of South Africa to examine witnesses and take affidavits.

Mr. E. MILNER HOLLAND, M.A., B.C.L., Oxford, barrister-at-law of the Inner Temple, has been appointed Assistant-Reader in Equity at the Inns of Court.

Mr. G. CECIL LIGHTFOOT, B.A. Oxon, of Carlisle, has been appointed Legal Assistant in the offices of the Clerk of the Peace and of the County Council of East Suffolk.

The King has been pleased to give and grant unto the undermentioned gentlemen His Majesty's Royal licence and authority to wear the Star of Roumania (Insignia of Chevalier)

conferred upon them by His Majesty the King of Roumania in recognition of valuable services rendered by them :—

Mr. HERBERT SUTTON SYRETT, C.B.E., Honorary Vice-Consul of Roumania in London.

Mr. LAURENCE EDGAR RUTHERFORD, Honorary Consul of Roumania at Liverpool.

Wills and Bequests.

Mr. George Ebenezer Morrison, barrister-at-law, of King's Bench-walk, Temple, E.C., late dramatic critic of the *Morning Post* and president of the Critics' Circle from 1918-1920, died on 19th November, aged seventy, leaving £2,854, with net personalty £2,750.

Mr. Thomas Rawling Bridgwater, of South Kensington, S.W., barrister-at-law of the Middle Temple, left £8,684, with net personalty £1,244.

Lieutenant-Colonel Douglas Statham Watson, clerk to the Burnham-on-Sea Urban District Council since 1903, who died on 27th November, aged fifty-six, left estate of the gross value of £7,471, with net personalty £4,646.

Mr. Alfred Docker, of Lawn-road, N.W., retired solicitor, chairman of William Coward & Co. and a director of Cassiers, Ltd., who died on 14th December, left estate of the gross value of £12,071, with net personalty £11,524.

Mr. Edward Warwick Williams, retired solicitor, of South Kensington, S.W., who died on 31st December, aged eighty-two, left £11,452, with net personalty £11,350.

Mr. William Garrard Snowdon Gard, LL.B., M.B.E., J.P., of Hampstead-hill-gardens, N.W.3, and late of Messrs. Gard, Lyell & Co., solicitors, Gresham-street, E.C., who died on 18th November, 1930, aged eighty-two, left estate of the gross value of £29,911, with net personalty £29,523. He left £500 each to Charles Howitt and Malvern Henry Wilmot in the employ of his late firm, for long and faithful service ; and £50 to Annie Lydia Bell.

Mr. Ernest Page, K.C., of Elm Park-gardens, S.W., late Recorder of Carlisle, who died on 24th October, 1930, aged eighty-two, left estate of the gross value of £11,327, with net personalty £10,582. He left £50 and the contents of his chambers in the Temple (not otherwise bequeathed) to his "faithful friend," William Ernest Middlemiss.

Mr. John A. Neale, barrister-at-law, of Yate, Glos., and of Lincoln's Inn, left estate of the gross value of £34,228, with net personalty £25,888 2s. 6d.

Mr. William F. Mackintosh, solicitor, of Dundee, left personal estate valued at £5,108.

Col. Sir HENRY FOSTER MACGEAGH, K.B.E., K.C., has been elected a Master of the Bench of the Middle Temple.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE	EMERGENCY ROTA	APPEAL COURT No. 1.	GROUP I. Mr. JUSTICE EVE. Witness. Part I.	Mr. JUSTICE MAUGHAM. Non-Witness
M'nd'y Feb. 16	Mr. More	Mr. Jolly	Mr.*More	Mr. Andrews
Tuesday .. 17	Ritchie	Hicks Beach	Hicks Beach	More
Wednesday. 18	Andrews	Blaker	*Andrews	Hicks Beach
Thursday . 19	Jolly	More	More	Andrews
Friday 20	Hicks Beach	Ritchie	*Hicks Beach	More
Saturday .. 21	Blaker	Andrews	Andrews	Hicks Beach

	GROUP I. Mr. JUSTICE BENNETT. * Witness. Part II.	Mr. JUSTICE CLAUSON. Non-Witness.	GROUP II. Mr. JUSTICE LUXMOORE. Witness. Part II.	Mr. JUSTICE FARWELL. Witness. Part I.
M'nd'y Feb. 16	Mr.*Hicks Beach	Mr. Blaker	Mr.*Ritchie	Mr. Jolly
Tuesday .. 17	*Andrews	Jolly	*Blaker	*Ritchie
Wednesday. 18	*More	Ritchie	*Jolly	Blaker
Thursday . 19	Hicks Beach	Blaker	Ritchie	*Jolly
Friday 20	Andrews	Jolly	*Blaker	Ritchie
Saturday .. 21	More	Ritchie	Jolly	Blaker

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

The EASTER VACATION will commence on Friday, the 3rd day of April, 1931, and terminate on Tuesday, the 7th day of April, 1931, inclusive.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (1st May 1930) 3%. Next London Stock Exchange Settlement Thursday, 19th February, 1931.

	Middle Price 11 Feb. 1931.	Flat Interest Yield.	Approximate Yield with redemption
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	90¾	4 8 2	—
Consols 2½%	57½	4 6 11	—
War Loan 5% 1929-47	104	4 16 2	—
War Loan 4½% 1925-45	101½	4 8 8	4 7 3
Funding 4% Loan 1960-90	94	4 5 1	4 5 6
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	96	4 3 4	4 4 6
Conversion 5% Loan 1944-64	105¾	4 14 7	4 13 3
Conversion 4½% Loan 1940-44	101½	4 8 11	4 7 6
Conversion 3½% Loan 1961	81	4 6 5	—
Local Loans 3% Stock 1912 or after	67	4 9 7	—
Bank Stock	270½	4 8 9	—
India 4½% 1950-55	83	5 8 5	5 16 0
India 3½%	59½	5 17 8	—
India 3%	50½	5 18 10	—
Sudan 4½% 1939-73	99	4 10 11	4 11 0
Sudan 4% 1974	91	4 7 11	4 9 4
Transvaal Government 3% 1923-53 (Guaranteed by Brit. Govt. Estimated life 15 yrs.)	87	3 9 0	3 17 6
Colonial Securities.			
Canada 3% 1938	91	3 5 11	4 8 6
Cape of Good Hope 4% 1916-36	97	4 2 6	4 11 6
Cape of Good Hope 3½% 1929-49	85	4 2 4	4 14 6
Ceylon 5% 1960-70	102	4 18 0	4 17 6
*Commonwealth of Australia 5% 1945-75	70	7 2 10	7 5 0
Gold Coast 4½% 1956	98	4 11 10	4 12 6
Jamaica 4½% 1941-71	98	4 11 10	4 12 0
Natal 4% 1937	97	4 2 6	4 11 9
*New South Wales 4½% 1935-1945	60	7 10 0	9 0 0
*New South Wales 5% 1945-65	58	8 12 4	8 7 0
New Zealand 4½% 1945	91½	4 18 4	5 7 6
New Zealand 5% 1946	98½	5 1 6	5 2 6
Nigeria 5% 1950-60	104	4 16 2	4 15 0
*Queensland 5% 1940-60	63	7 18 8	8 15 0
South Africa 5% 1945-75	102	4 18 0	4 17 6
*South Australia 5% 1945-75	65	7 13 10	7 17 6
*Tasmania 5% 1945-75	71	7 0 10	7 3 0
*Victoria 5% 1945-75	67	7 9 3	7 13 6
*West Australia 5% 1945-75	65	7 13 10	8 0 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	67	4 9 7	—
Birmingham 5% 1946-56	106	4 14 4	4 12 0
Cardiff 5% 1945-65	102	4 18 0	4 17 6
Croydon 3% 1940-60	76	3 18 11	4 9 6
Hastings 5% 1947-67	105	4 15 3	4 14 3
Hull 3½% 1925-55	82	4 5 4	4 14 9
Liverpool 3½% Redeemable by agreement with holders or by purchase	78	4 13 4	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	57	4 7 9	—
London City 3% Consolidated Stock after 1920 at option of Corporation	67	4 9 7	—
Metropolitan Water Board 3% "A" 1963-2003	69	4 6 11	—
Do. do. 3% "B" 1934-2003	70	4 5 9	—
Middlesex C.C. 3½% 1927-47	86	4 1 5	4 14 6
Newcastle 3½% Irredeemable	76	4 12 1	—
Nottingham 3% Irredeemable	67	4 9 7	—
Stockton 5% 1946-66	103	4 17 1	4 16 6
Wolverhampton 5% 1946-56	105	4 15 3	4 13 9
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	84	4 15 3	—
Gt. Western Railway 5% Rent Charge	101	4 19 0	—
Gt. Western Rly. 5% Preference	95½	5 4 9	—
L. & N.E. Rly. 4% Debenture	74½	5 7 5	—
L. & N.E. Rly. 4% 1st Guaranteed	71xd	5 12 8	—
L. & N.E. Rly. 4% 1st Preference	53	7 10 11	—
L. Mid. & Scot. Rly. 4% Debenture	78½	5 1 11	—
L. Mid. & Scot. Rly. 4% Guaranteed	76½	5 4 7	—
L. Mid. & Scot. Rly. 4% Preference	55½	7 4 2	—
Southern Railway 4% Debenture	80½	4 19 5	—
Southern Railway 5% Guaranteed	100	5 0 0	—
Southern Railway 5% Preference	91	5 9 11	—

*The prices of Australian stocks are nominal—dealings being now usually a matter of negotiation.